



**WINTERVILLE TOWN COUNCIL AGENDA  
MONDAY, FEBRUARY 10, 2025 - 6:00 PM  
WINTERVILLE TOWN HALL ASSEMBLY ROOM**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **PLEDGE OF ALLEGIANCE.**
- IV. **WELCOME.**
- V. **ROLL CALL.**
- VI. **APPROVAL OF AGENDA.**
- VII. **RECOGNITION OF (NEW) EMPLOYEES.**
  1. John Truselo, PT Facility Maintenance Technician, Public Buildings.
- VIII. **PROCLAMATIONS:**
  1. Black History Month.
- IX. **PRESENTATIONS:**
  1. Parks and Recreation Comprehensive Plan, Nate Halubka, Project Consultant, McGill Associates.
- X. **PUBLIC HEARINGS:**
  1. Copper Creek Phase 3 Annexation.
- XI. **PUBLIC COMMENT:** *The Public Comment period of thirty minutes provides an opportunity for residents to comment on any item included in the agenda or to address the Town Council on any other matter related to the Town of Winterville. For an item included in the Public Hearing section of the agenda, residents should address the Council at the time the Mayor invites public comment on the item. No public comment may be made to the Council during the meeting, except during the Public Comment period or as part of a Public Hearing. Individual speakers are limited to a maximum of three minutes, and no more than three speakers may address the Council on a single matter. The Town Council may elect to take no action on the matter addressed by a speaker, may schedule the matter for further consideration at a future Council meeting, or may refer the matter to Town staff for disposition. Copies of the Town Public Comment Policy are available in the rear of the Assembly Room.*
- XII. **CONSENT AGENDA:** *The following items are considered routine in nature and will not be discussed by the Town Council unless a Councilman or citizen requests that an item be removed from the Consent Agenda for further discussion. The Mayor may allow citizens to address an item or ask questions.*
  1. Approval of Council Meeting Minutes.
  2. Budget Amendment 2024-2025-6.
  3. Vision Zero Steering Committee.
  4. Schedule Public Hearing; Neal Rezoning.
  5. Schedule Public Hearing; Mellon Rezoning.
  6. T. A. Loving Change Order #1.
  7. Approval of Offer to Purchase – Laurie Ellis Road Land Transaction

**XIII. OLD BUSINESS:**

1. Subordination Agreement – Christ Covenant Church.
2. Ordinance Update – Chapter 32 – Town Organizations, Section 32.002 – Police Department/General Supervision.
3. Cemetery Expansion Project Update.

**XIV. NEW BUSINESS:**

1. NCDOT – Old Tar Rd Widening Options: Poles, Signs, landscaping, and Street Lighting.
2. Approval of Financing Terms and Agreement.
3. Redesign of Town Hall and Downtown Parking.
4. Cooper’s Cup Parking.
5. Electric Relay Proposal.
6. Mid-East Representative.
7. Stormwater Advisory Board Appointee.

**XV. OTHER AGENDA ITEMS:**

**XVI. ITEMS FOR FUTURE AGENDAS/FUTURE WORK SESSIONS:**

**XVII. ANNOUNCEMENTS:**

- Planning and Zoning Board Meeting: Monday, February 17, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Mid-East Digital Inclusion Plan Open House: Tuesday, February 18, 2025; 4:00 pm – 7:00 pm - Pitt County Agricultural Center, Mark W. Owens Auditorium, 403 Government Circle, Greenville, NC 27834.
- Board of Adjustment Meeting: Tuesday, February 18, 2025 @ 7:00 pm - Town Hall Assembly Room.
- Stormwater Advisory Board Meeting: Wednesday, February 19, 2025 @ 6:00 pm – Operation Center.
- Coffee with a COP: Friday, February 21, 2025; 9:00 am – 10:30 am – Cooper’s Cup, 2588 Railroad Street, Winterville, NC.
- Recreation Advisory Board: Tuesday, February 25, 2025 @ 6:30 pm – Operation Center.
- March Agenda Abstracts Due: Wednesday, February 26, 2025.
- Human Relations Board Meeting: Thursday, February 27, 2025 @ 7:00 – Town Hall Executive Conference Room.
- Agenda Review Meeting: Thursday, March 6, 2025 @4:00 pm – Town Hall Executive Conference Room.
- April 2025 Newsletter Information Due: Friday, March 7, 2025.
- Regular Town Council Meeting: Monday, March 10, 2025 @ 6:00 pm - Town Hall Assembly Room.

**XVIII. REPORTS FROM THE TOWN MANAGER, TOWN ATTORNEY, TOWN COUNCIL, AND MAYOR.**

**XIX. CLOSED SESSION:**

**NCGS § 143-318.11. (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.**

**XX. ADJOURN.**

**SPECIAL NOTICE:** *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 756-2221 ext. 2344 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



## **PROCLAMATION BLACK HISTORY MONTH 2025**

**WHEREAS**, we celebrate Black History Month in February to recognize and honor the profound contributions, achievements, and resilience of Black Americans throughout our nation's history; and

**WHEREAS**, Black history is an integral part of American history, encompassing the struggle for freedom and equality, the pursuit of excellence in arts, science, education, public service, and countless other fields, and the enduring legacy of courage, leadership, and determination that continues to inspire us all; and

**WHEREAS**, the theme for Black History Month 2025, "African Americans and Labor," focuses on the various and profound ways that work intersects with the collective experiences of Black people; and

**WHEREAS**, Black leaders throughout our nation's history, have worked tirelessly to create a more fair, just, and equitable society; and

**WHEREAS**, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and.

**WHEREAS**, we pay special honor to these African Americans that served or are serving our Community on the Town Council: Calvin Henderson, Willie Jones, William Worthington, William Clark, William Elbert, Velma Harper, Veronica Roberson, Johnny Moye, Ricky Hines, Brandy Harrell, and Shantel Hawkins; and

**WHEREAS**, as a result of their determination, hard work, intelligence and perseverance, African Americans have worked tirelessly to maintain and promote a valuable and lasting contribution to the Town of Winterville, our state, and nation achieving exceptional success in all aspects of society including business, education, politics, economy, culture, science, arts, and history; and

**WHEREAS**, this observance affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation and community; and

**WHEREAS**, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

**WHEREAS**, much of the Town of Winterville's honor, strength and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this community; and

**NOW, THEREFORE, BE IT RESOLVED**, that I do hereby proclaim February 2025 as "Black History Month" and we honor the contributions of Black residents who have enriched our community through their leadership, service, and cultural contributions and call upon all community members to reflect on the significant achievements of Black Americans.

**IN WITNESS WHEREOF**, I do set my hand, and cause the seal of Winterville to be affixed this 10<sup>th</sup> day of February 2025.

---

Richard E. Hines, Mayor

**Attest:**

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Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Presentations

**Meeting Date:** February 10, 2025

**Presenter:** Diane White, Director of Parks and Recreation

**Item to be Considered**

**Subject:** Presentation of Final Parks & Recreation Comprehensive Plan.

**Action Requested:** Adoption of Parks and Recreation Comprehensive Plan.

**Attachment:** Copy of Powerpoint Presentation.

**Prepared By:** Diane White, Director of Parks and Recreation

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

Mr. Nate Halubka will present the Parks and Recreation Comprehensive Plan. This is the final version of the Plan, presented to Council for adoption.

Mr. Nate Halubka is a Project Consultant with McGill Associates. McGill Associates is the firm the Town contracted to complete the Comprehensive Plan and Site-Specific Plan.

**Budgetary Impact:** None.

**Recommendation:** Staff recommends Council Adopt the Parks and Recreation Comprehensive Plan.

# Town of Winterville

# Comprehensive Recreation Plan



# The Two Views of Recreation Offerings

Local governments general fall somewhere along this spectrum

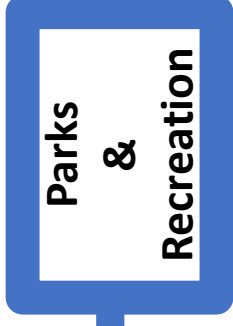
Parks and Recreation  
as an

## EXPENSE

Similar to a police department or a fire department.

Money goes in  
Services come out

Nothing more, no significant impact on the bottom line



This spectrum generally gauges how leadership views parks and recreation

Parks and Recreation  
as an

## INVESTMENT

You get the service, but you also get the economic dividends of your investment

Money goes in  
Services come out

+

Additional ROI comes from the investment

# Research Supports That Parks And Recreation Acts More Like An INVESTMENT

## Property Values Increase:

Economic research has demonstrated consistently that homes and properties located near parklands have higher values than those located farther away. Higher home values not only benefit the owners of these properties but also add to the tax base of local governments.<sup>1</sup>

8%-20%

Average property value increase<sup>2</sup>.

## Economic Development:

Parks and recreation improves the quality of life in communities and benefits the local economic development of a region. Eighty-seven percent of corporate executives responding to a 2023 Area Development survey rated quality-of life features as an important factor for a headquarters, factor or other company facility.<sup>1</sup>

75%

of Executives want see quality of life as important when locating facilities

## Visitor Spending:

Many local park and recreation agency amenities spur tourism to their respective locales, generating significant economic activity, including but not limited to increased sales, local restaurants/bars and hotels.<sup>1</sup>

$$\left( \begin{array}{l} \text{Economic impact} \\ \text{of patron spending} \end{array} \right) = \left( \begin{array}{l} \text{Number} \\ \text{of Visits} \end{array} \right) \times \left( \begin{array}{l} \text{Average spending} \\ \text{per Visit} \end{array} \right) \times (\text{Multiplier})$$

Events are not a matter of IF you will have an impact, but how much of an impact it will have<sup>3</sup>.

## Sources:

1. "The Economic Impacts of Parks: An Examination of the Fiscal Effects of Operations and Capital Spending by Local Park and Recreation Agencies on the US Economy." Crompton, J.L. 2001. Parks and Economic Development. PAS Report No. 502. American Planning Association, Chicago, Illinois.
2. Center for Economic Studies: Michigan State University: 2007 Quantifying the Economic Impacts of Community Events
3. Center for Economic Studies: Michigan State University: 2007 Quantifying the Economic Impacts of Community Events

# Grants Leverage that Local Investment





1. Eligibility: The County Is eligible for all these funds
2. Partnering: Partnering with the local governments is possible. Non-profits are not typically eligible
3. Leveraging local funds: These grants are great ways to leverage local investments of funds.
4. Key considerations: Planning is critical in receiving all these funds
5. Public Input: Public needs and wants are the backbone of justifying these funds to the funding body.

## The Free Grant Fund Myth

Think of grants as like your 401k match that your employer offers

Why should your company give you free retirement funds if you don't find it important enough to invest

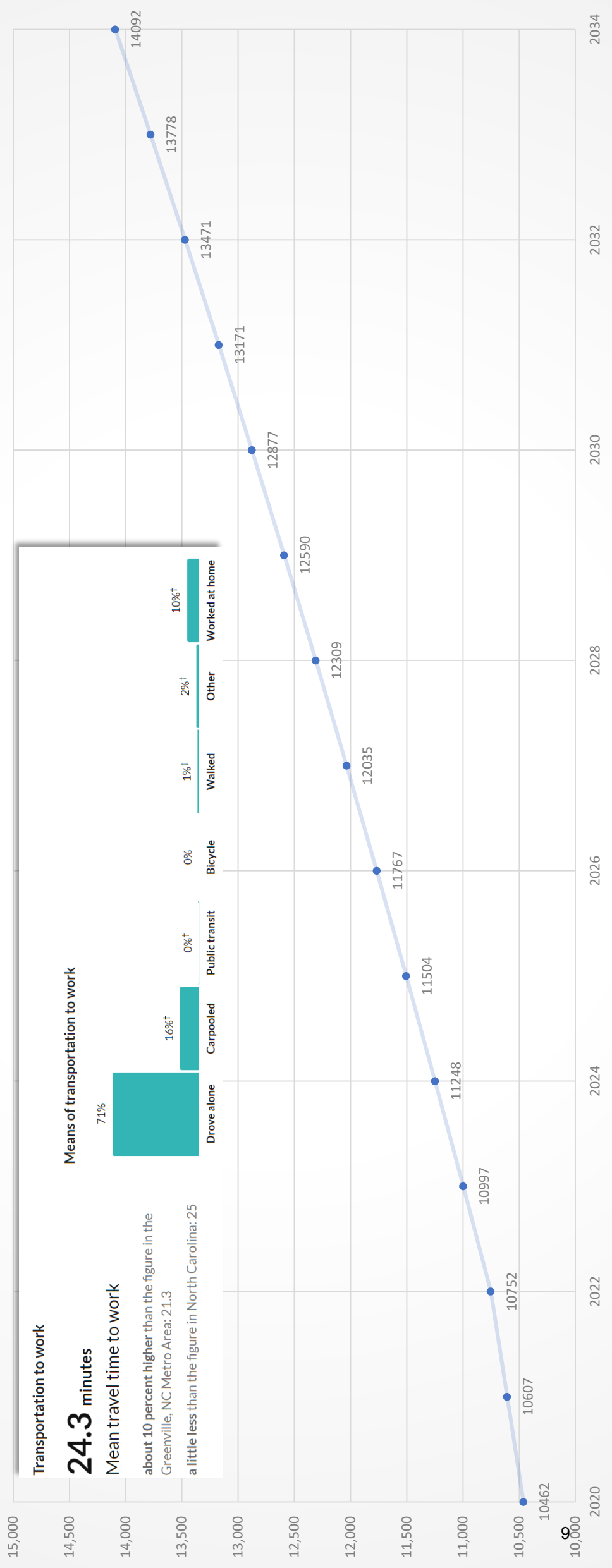
*While free grant funds do happen, it's like basing your retirement plans on a rich uncle/aunt's benevolence*

State Funds \$500k Max	Federal Funds \$500k Max	Federal Trails Funding	State Land Protection and Waterways
			
			<div style="background-color: #cccccc; border-radius: 15px; padding: 10px;"> <p>New North Carolina Park funds added this year.</p> <p>Accessible Parks Grant</p> <p>Great Trails State Funding</p> </div>

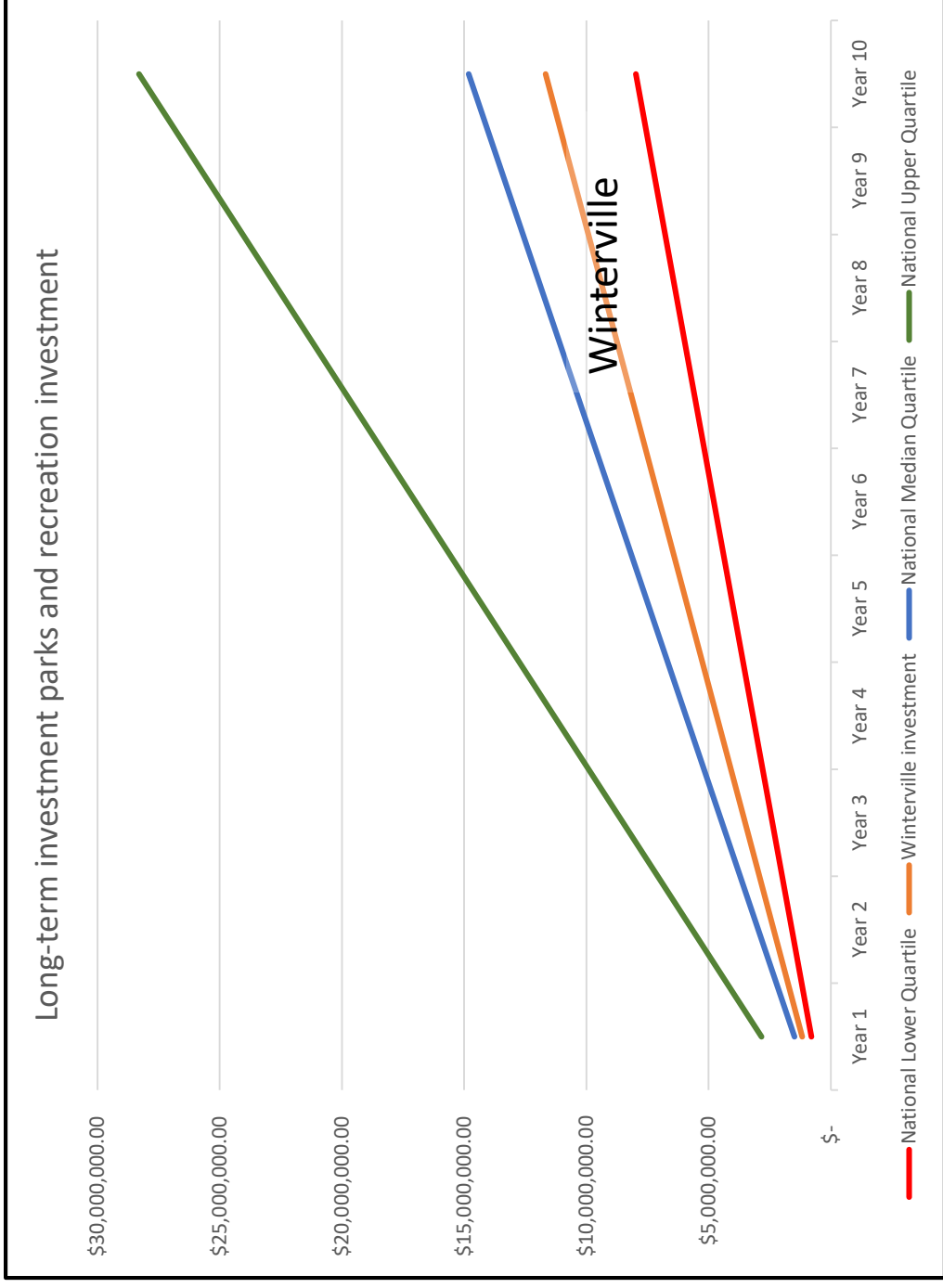
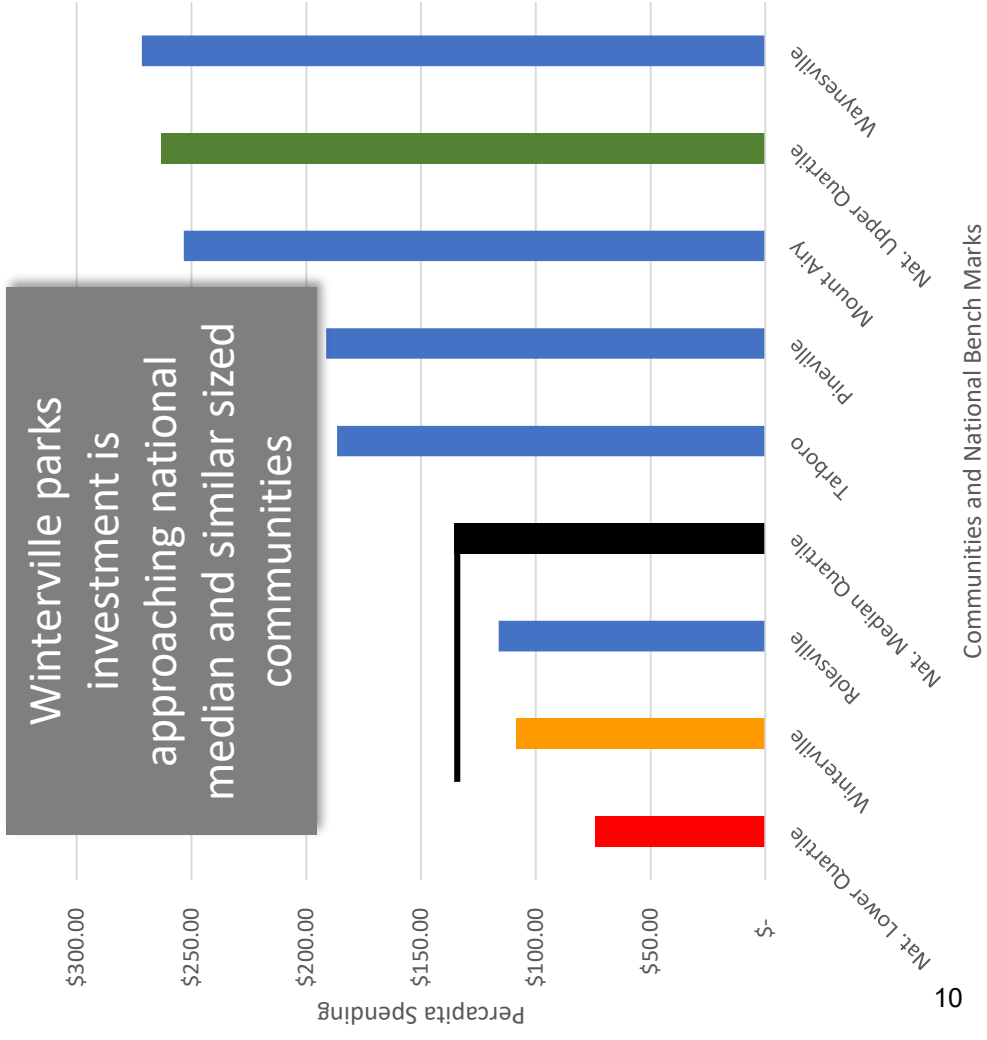


# Winterville is growing: Attracting commuters and those that work from home

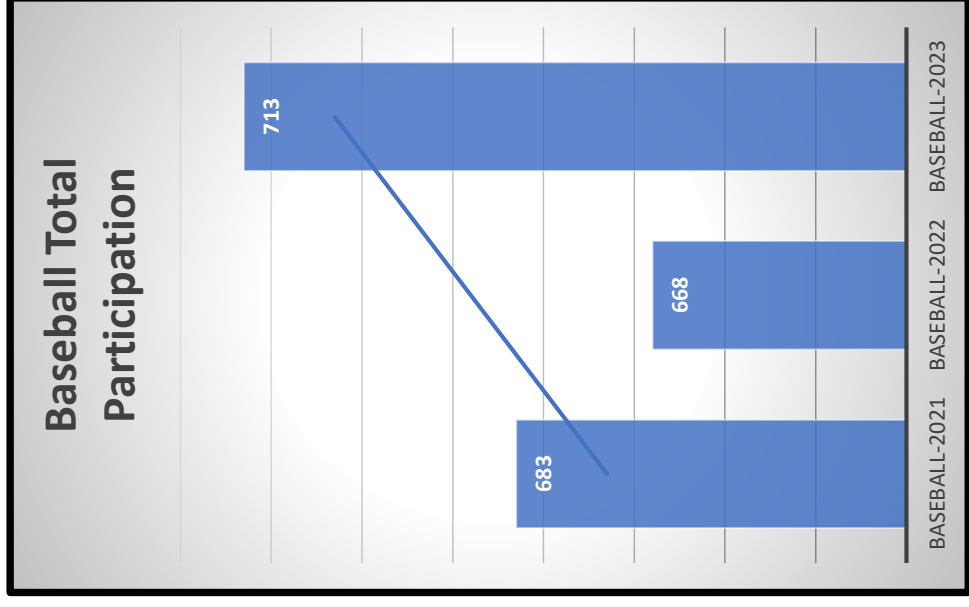
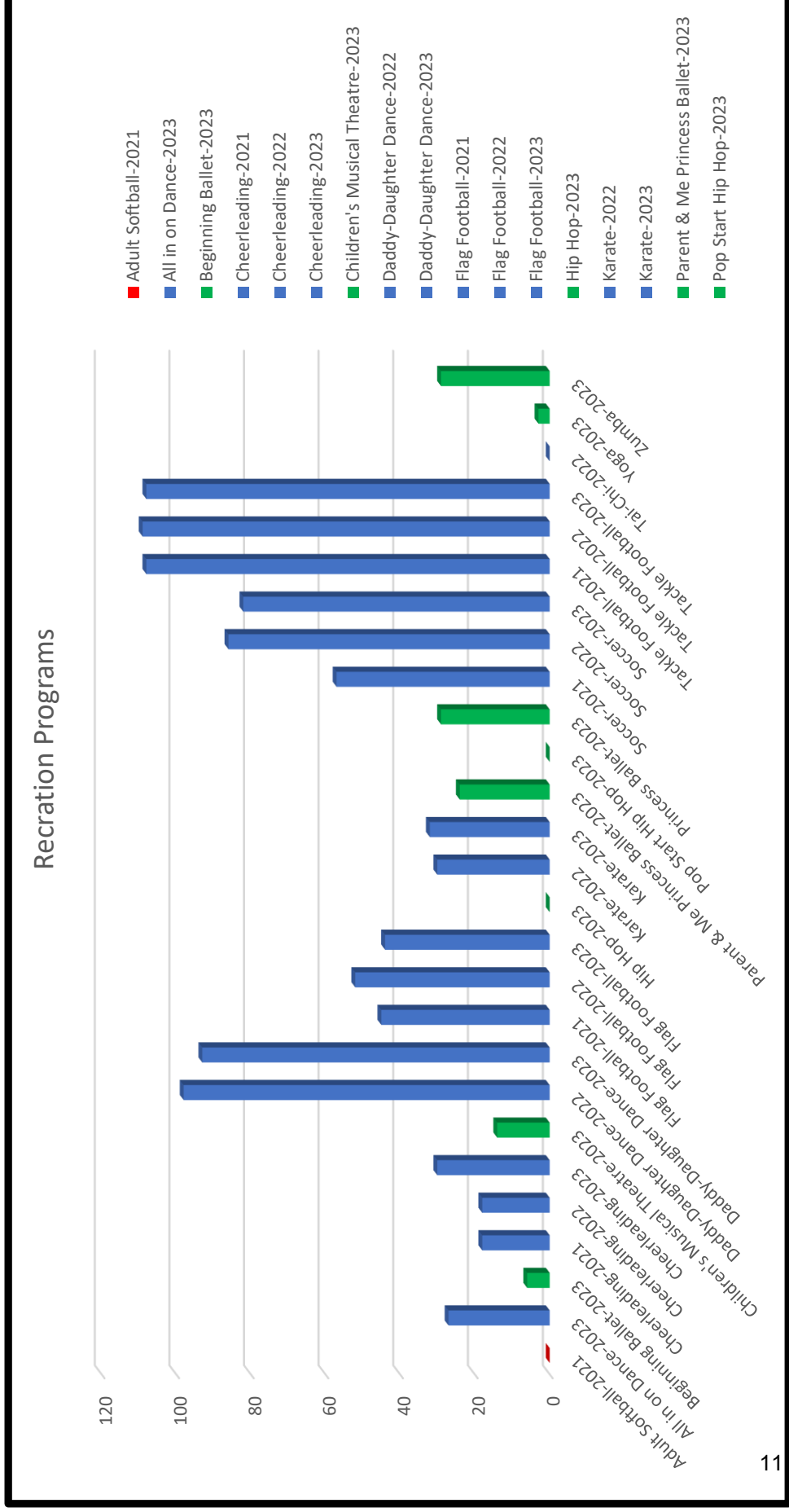
## Winterville Population Estimate



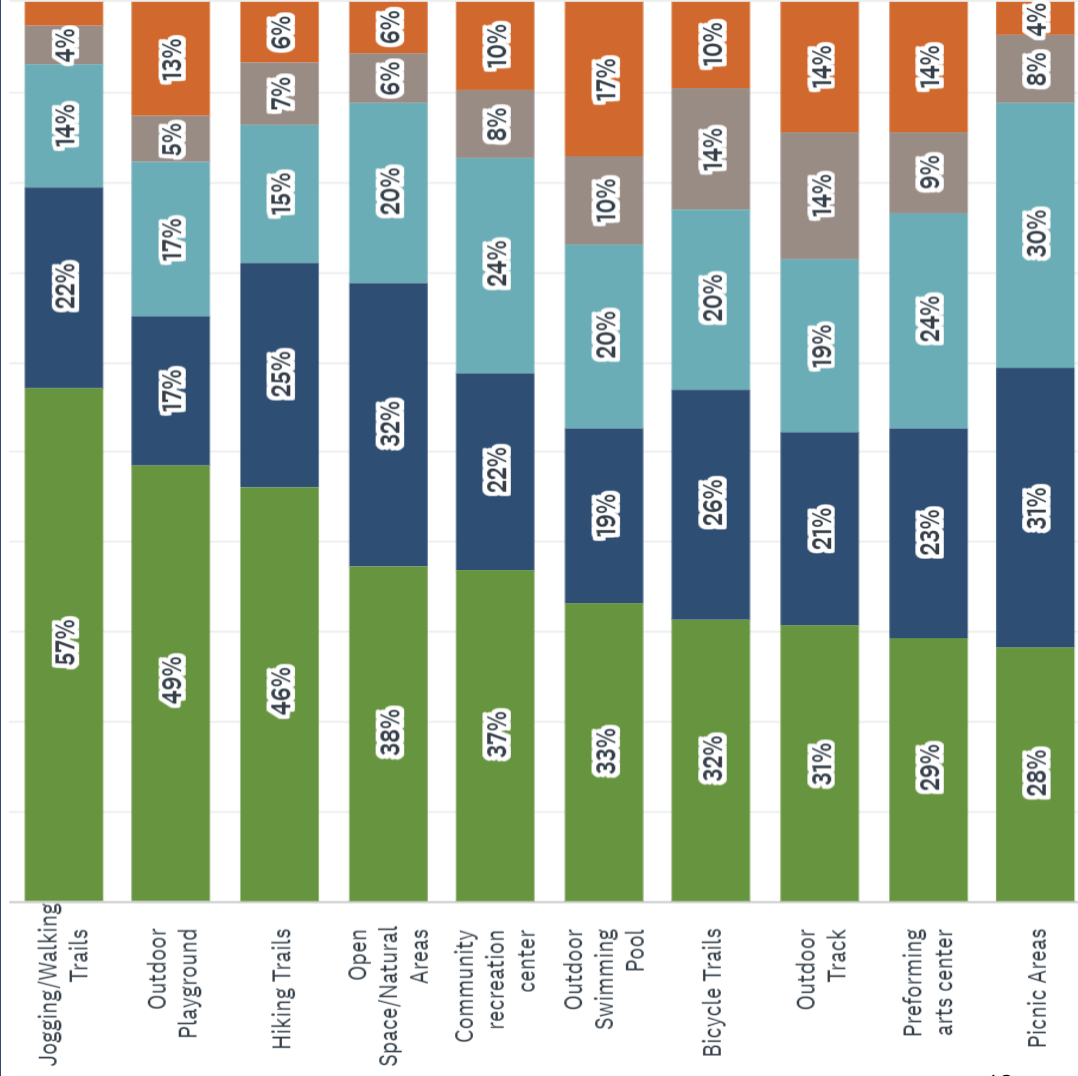
# Benchmarking your investment: Approaching the national median level



# Program participation has been growing



# Want the community wants



Top needs expressed:

1. Indoor recreation
2. Improved walking opportunities
3. Additional athletic facilities
4. A bit of adventure
5. Updated/more playgrounds

Top Resident Needs		Top Visitor Interest	
#1	Gymnasium	#1	Adventure Playground
#2	Soccer Fields	#2	Natural Surface Trails
#3	Baseball Fields	#3	Traditional Playground
#4	Adventure Playground	#4	Dog Friendly Fountain
#5	Natural Surface Trails	#5	Pickleball/Tennis court
#6	Weightlifting/ Carido	#6	Paved trails
#7	Paved Trails	#7	Climbing Wall
#8	Football Fields	#8	Tot Lot
#9	Teen Programming	#9	Teen Programing
#10	Climbing Wall	#10	Dog Agility Course

From approximately 252 total resident's input votes

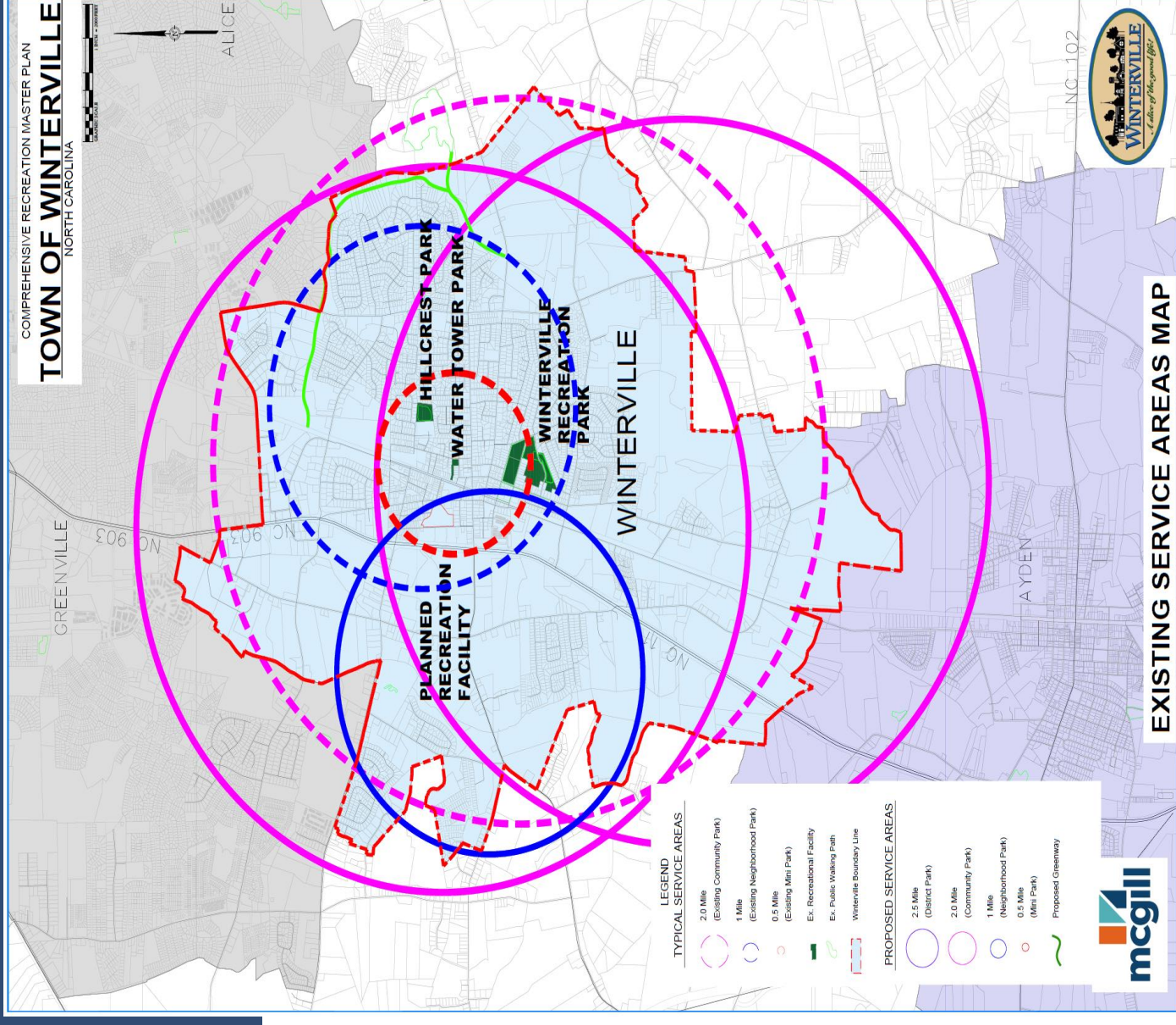
From approximately 157 total visitor's input votes

**Denotes shared interest among residents and visitors (400+ total participants)**

# Facility Outlook

## Key Considerations

1. You have no indoor facilities
2. Your current parks are generally built out.
3. There are currently no parks west of the railroad tracks.
4. Alice Keene Park (Pitt County) and Boyd Lee Park (Greenville) are both east of the Town Center
5. From years 5-10 you'll need to start to landbank



Questions?



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Public Hearings

**Meeting Date:** February 10, 2025

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Copper Creek Phase 3 Annexation.

**Action Requested:** Hold Public Hearing for Annexation Petition.

**Attachment:** Annexation Petition, Annexation Map, Legal Description, Certified Mailings to Adjacent Property Owners; and Draft Ordinance (if approved).

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

**Applicant:** Terra Ventures Group, LLC; Manager Ashley Elks.

**Location:** Reedy Branch Road, North of Copper Creek Section 1 and East of Copper Creek Section 2.

**Parcel Numbers:** 80600.

**Site Data:** 12.80 acres.

**Zoning District:** R-12.5.

**Staff Analysis:**

Copper Creek Section 3 is an R-12.5 zoned parcel on Reedy Branch Road. The owner of the site would like to annex into the Town of Winterville's Corporate Limits.

**Anticipated Annexation Schedule:**

- 12/9/24: Direct Town Clerk To Investigate Sufficiency.
- 1/13/25: Schedule Public Hearing.
- 2/10/2025: Hold Public Hearing.

**Budgetary Impact:** TBD.

**Recommendation:** Approval of Annexation Petition.

PETITION REQUESTING ANNEXATION

Date: 11/13/24

To the Mayor and Town Council of the Town of Winterville:

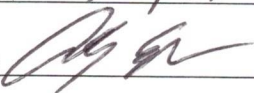
1. We the undersigned owners of real property respectfully requested that the area described in Paragraph 2 below be annexed to the Town of Winterville.

- All owners of the property must sign.

2 The area to be annexed is contiguous to the Town of Winterville and the boundaries of such territory are as follows:

Description

COPPER CREEK, SECTION 3 BEING THE PROPERTY DESCRIBED IN DB 4521, PG 258 AND TRACT 1 AS SHOWN ON MAP RECORDED IN MB 74, PG 79 OF THE PITT COUNTY REGISTRY Winterville Township, Pitt County, North Carolina

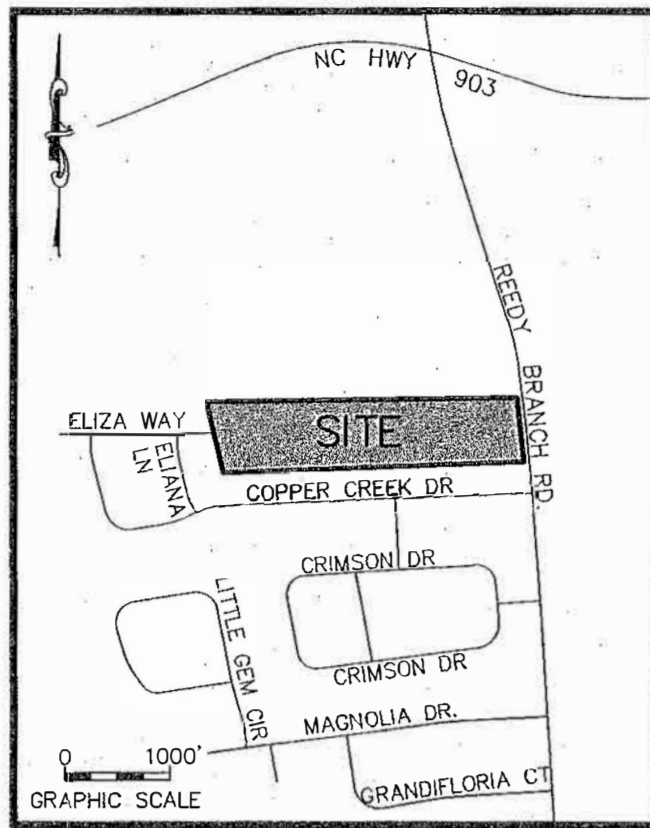
*Terra Ventures Group, LLC*  
 Name BY Ashley Estes Manager Address 1645 E Arlington Blvd Suite C  
 Signature  Greenville NC 27858

Name \_\_\_\_\_ Address \_\_\_\_\_

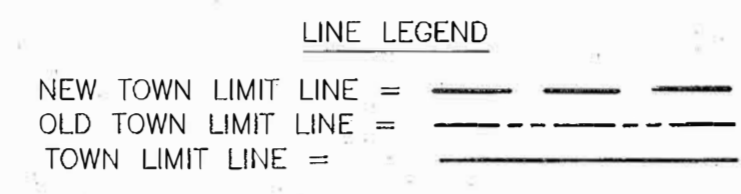
Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_





- LEGEND:**
- AC = ACRE
  - CC = CONTROL CORNER
  - C/L = CENTERLINE
  - DB = DEED BOOK
  - ECM = EXISTING CONCRETE MONUMENT
  - EIP = EXISTING IRON PIPE
  - EIS = EXISTING IRON STAKE
  - EX = EXISTING
  - IPS = IRON POINT SET
  - MB = MAP BOOK
  - N/F = NOW OR FORMERLY
  - NTS = NOT TO SCALE
  - PG = PAGE
  - RD = ROAD
  - REF = REFERENCE
  - R/W = RIGHT OF WAY
  - SQ.FT = SQUARE FEET



**SITE DATA:**

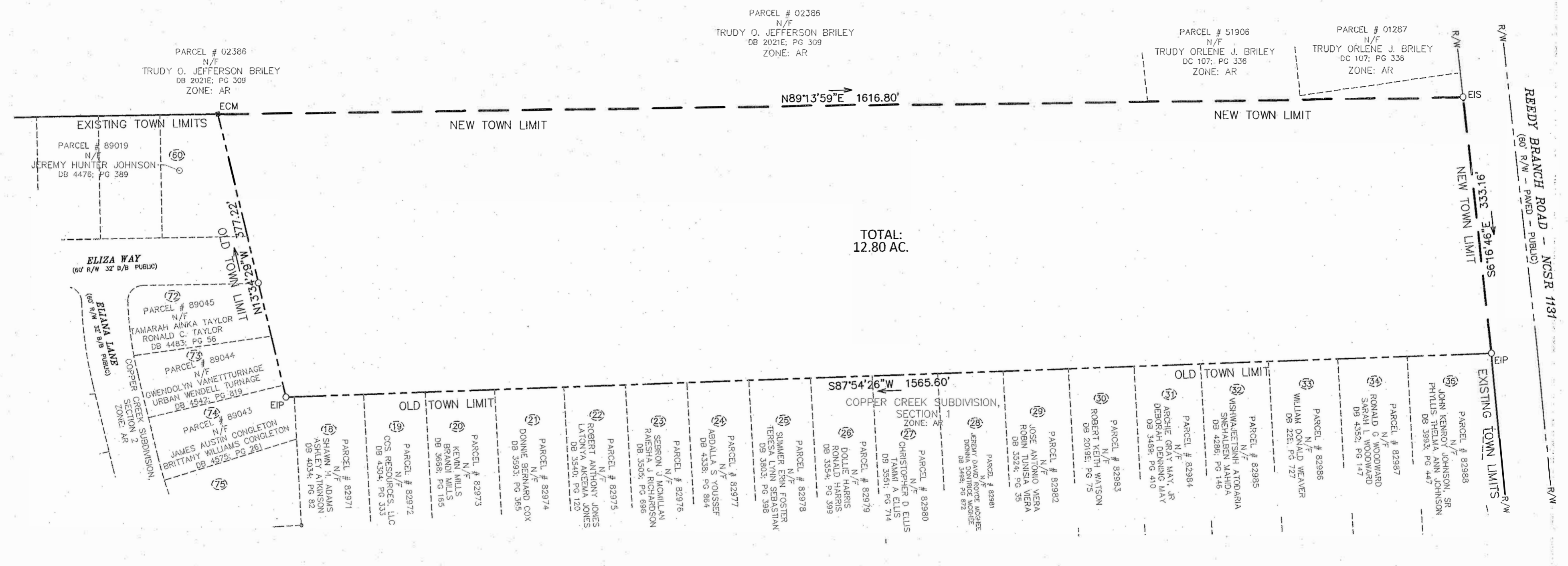
ACREAGE ..... 12.80 AC  
 PARCEL NO ..... 80600  
 NC PIN ..... 4674097161  
 ZONING ..... AR

- SURVEY NOTES**
1. PROPERTY SURVEYED IS PARCEL NUMBER 80600, OWNED BY TERRA VENTURES GROUP, LLC, CONTAINING 12.80 ACRES.
  2. NO TITLE OPINION OR TITLE COMMITMENT WAS PROVIDED BY THE OWNER AT THE TIME OF THIS SURVEY.
  3. ACREAGE CALCULATED BY THE COORDINATE METHOD.
  4. COORDINATES ARE N.C. GRID UNITS ESTABLISHED WITH GPS.
  5. NO N.C.G.S. HORIZONTAL CONTROL MONUMENTS FOUND WITHIN 2000 FEET OF THIS PROPERTY.
  6. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET AND DECIMALS THEREOF UNLESS NOTED OTHERWISE.
  7. THAT THIS SURVEY IS OF AN EXISTING PARCEL OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
  8. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
  9. REFERENCES:  
 DB 4521, PG 258 - SOURCE OF TITLE  
 MB 74, PG 79

**FLOOD NOTE**

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (ZONE X).

REFERENCES:  
 EFFECTIVE FIRM 3720467400J, DATED 01/02/2004.  
 TOWN OF WINTERVILLE ETJ, CID 370193, PANEL 4674, SUFFIX J.  
 EFFECTIVE FIRM 3720466400K, DATED 07/07/2014.  
 TOWN OF WINTERVILLE ETJ, CID 370193, PANEL 4664, SUFFIX K.



**SURVEYOR'S CERTIFICATION**

STATE OF NORTH CAROLINA      PITT COUNTY

I, KENNETH L. BIGGS, SR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 8th DAY OF NOVEMBER, 2024.

SIGNED:   
 KENNETH L. BIGGS, SR., P.L.S.      L-3110



STATE OF NORTH CAROLINA      COUNTY OF PITT

I, \_\_\_\_\_ REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_

DATE: \_\_\_\_\_

TOWN OF WINTERVILLE, NC SUBDIVISION CERTIFICATION:

EXEMPT PURSUANT TO SECTION 154.05 OF THE TOWN OF WINTERVILLE SUBDIVISION ORDINANCE.

TOWN PLANNER \_\_\_\_\_

DATE: \_\_\_\_\_

**COPPER CREEK, SECTION 3**

BEING A THE PROPERTY DESCRIBED IN DB 4521, PG 258 AND TRACT 1 AS SHOWN ON MAP RECORDED IN MB 74, PG 79 OF THE PITT COUNTY REGISTRY

Winterville Township, Pitt County, North Carolina

Coastal Carolina Surveyors, PLLC LAND SURVEYORS PO Box 2768 . Winterville, NC 28590 KLB (252) 702-1427 kenbiggs.ccsurveyors@yahoo.com	Drawn by: KLB/CPT Checked by: KLB Approved by: KLB Date: 11/08/2024 Scale: 1" = 100'
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**Metes and Bounds Report**

**Client:** Terra Ventures Group, LLC

**Project Name:** Copper Creek Phase 3

**Project Description:**

**Report Date:** 11/8/2024 9:32:15 PM

**Prepared by:** Marie Peedin, PE

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## Metes and Bounds description Tax Parcel 80600

Beginning at a point whose Northing is 647564.369 and whose Easting is 2471875.607 ; said point being a point on the western right of way line of Reedy Branch Road, thence  
N 6-16-46.00 W a distance of 333.16 ; thence  
S 89-13-59.00 W a distance of 1616.80 ;thence  
S 13-34-29.00 E a distance of 377.22; thence  
N 87-54-26.00 E a distance of 1565.60 to the point of beginning.

Total area of tract is 12.80 ac.

**Copper Creek Phase 3  
Annexation  
Mailed Notice for February 2025 Council Meeting Date  
Parcel 80600  
Letters Mailed on 1/28/25**

**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Stephen Penn, Director of Planning and Economic Development of the Town of Winterville, North Carolina, do hereby certify that copies of the attached notice and map were mailed, this day by first class mail, postage prepaid, to the owner of the parcel under consideration and to the owners, as shown on the Pitt County Tax Records, of all abutting parcels. A list of these property owners is also attached hereto.

WITNESS my hand this the 28<sup>th</sup> day of January, 2025.


  
\_\_\_\_\_

Director of Planning & Economic Development

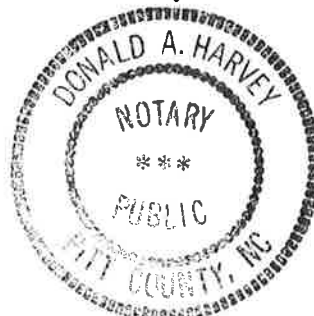
**STATE OF NORTH CAROLINA  
PITT COUNTY**

I, Donald A. Harvey, a Notary Public, do hereby certify that Stephen Penn, Director of Planning & Economic Development, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand and notarial seal this the 28<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_

Notary Public



My Commission Expires June 8, 2025

THOMAS MCLAWHORN  
904 HAVEL CT.  
CHARLOTTE, NC 28211

RYAN MCLAWHORN  
SANDRA MCLAWHORN  
5093 REEDY BRANCH RD.  
WINTERVILLE, NC 28590

RYAN MCLAWHORN  
DAN MCLAWHORN  
5093 REEDY BRANCH RD.  
WINTERVILLE, NC 28590

JOHN JOHNSON SR  
PHYLLIS JOHNSON  
208 COPPER CREEK DR.  
WINTERVILLE, NC 28590

RONALD WOODWARD  
SARAH WOODWARD  
214 COPPER CREEK DR.  
WINTERVILLE, NC 28590

WILLIAM DONALD WEAVER II  
220 COPPER CREEK DR.  
WINTERVILLE, NC 28590

VISHWAJEETSINH ATODARIA  
SNEHALBEN MAHIDA  
228 COPPER CREEK DR.  
WINTERVILLE, NC 28590

ARCHIE MAY JR  
DEBORAH MAY  
234 COPPER CREEK DR.  
WINTERVILLE, NC 28590

ROBERT WATSON  
240 COPPER CREEK DR.  
WINTERVILLE, NC 28590

JOSE VIERA  
ROBIN VIERA  
248 COPPER CREEK DR.  
WINTERVILLE, NC 28590

JEREMY MCGHEE  
DIONNA MCGHEE  
254 COPPER CREEK DR.  
WINTERVILLE, NC 28590

CHRISTOPHER ELLIS  
TAMMI ELLIS  
260 COPPER CREEK DR.  
WINTERVILLE, NC 28590

DOLLIE HARRIS  
RONALD HARRIS  
266 COPPER CREEK DR.  
WINTERVILLE, NC 28590

SUMMER FOSTER  
TERESA SEBASTIAN  
272 COPPER CREEK DR.  
WINTERVILLE, NC 28590

ABDALLA YOUSSEF  
280 COPPER CREEK DR.  
WINTERVILLE, NC 28590

SEBRON MCMILLAN  
RAIESHA RICHARDSON  
286 COPPER CREEK DR.  
WINTERVILLE, NC 28590

ROBERT JONES  
LATONYA JONES  
290 COPPER CREEK DR.  
WINTERVILLE, NC 28590

DONNIE COX  
298 COPPER CREEK DR.  
WINTERVILLE, NC 28590

KEVIN MILLS  
BRANDI MILLS  
304 COPPER CREEK DR.  
WINTERVILLE, NC 28590

CCS RESOURCES LLC  
1801 FOX DEN WAY UNIT 7  
GREENVILLE, NC 27858

SHAWN ADAMS  
ASHLEY ATKINSON  
316 COPPER CREEK DR.  
WINTERVILLE, NC 28590

WAHEEB SADEK SALEH SHAHBAIN  
2727 ELIANA LN.  
WINTERVILLE, NC 28590

JAMES CONGLETON  
BRITTANY CONGLETON  
2719 ELIANA LN.  
WINTERVILLE, NC 28590

GWENDOLYN TURNAGE  
URBAN TURNAGE  
2713 ELIANA LN.  
WINTERVILLE, NC 28590

TAMARAH TAYLOR  
RONALD TAYLOR  
2707 ELIANA LN.  
WINTERVILLE, NC 28590

JEREMY JOHNSON  
306 ELIZA WAY  
WINTERVILLE, NC 28590

CAROLYN JEUNE  
312 ELIZA WAY  
WINTERVILLE, NC 28590

TERRA VENTURES GROUP LLC  
1645 E ARLINGTON BLVD STE E  
GREENVILLE, NC 27858

TRUDY BRILEY  
4984 REEDY BRANCH RD.  
WINTERVILLE, NC 28590



**WINTERVILLE**

*A slice of the good life!*

2571 Railroad Street  
PO Box 1459  
Winterville, NC 28590

Phone (252)756-2221  
Fax (252)756-3109  
[www.wintervillenc.com](http://www.wintervillenc.com)

**Town Council  
Annexation Request & Public Hearing Notice**

NOTICE IS HEREBY GIVEN that the Winterville Town Council will meet on **Monday February 10, 2025** at 6:00 pm in the Town Hall Assembly Room at 2571 Railroad Street, for consideration of the following request and to hold a public hearing:

The Town of Winterville has received an **annexation petition for Copper Creek, Section 3**, Parcel Number 80600, a 12.80-acre parcel. The annexation map is included.

Copies of the Zoning Ordinance and Map are on file at the Planning Department Office in the Town Hall and are available for public inspection by contacting [stephen.penn@wintervillenc.com](mailto:stephen.penn@wintervillenc.com) or the Winterville Planning Department at (252) 756-2221 or at [wintervillenc.com](http://wintervillenc.com).

Winterville Citizens are encouraged to attend the meeting and are welcome to speak for or against the proposal at the meeting. Citizens may also view the hearing on the Winterville website at [www.wintervillenc.com/videos](http://www.wintervillenc.com/videos). If for any reason you have difficulty accessing the Town's video page, please go to the Town's YouTube channel at: [www.youtube.com/channel/UChejtVcuiD9O3\\_zzTrrBj4g](http://www.youtube.com/channel/UChejtVcuiD9O3_zzTrrBj4g).

The public may submit written comments to the Town Clerk's office, 2571 Railroad Street, Winterville, NC 28590, or via email to [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com). Please include your name and address.





Town of Winterville  
Annexation Ordinance

Ordinance No: 24-O-021

Property Annexed: Copper Creek Phase 3, Parcel 80600, Terra Ventures Group LLC.

Ordinance Adopted: February 10, 2025

Effective Date: February 28, 2025

Mail to:

Town of Winterville  
PO Box 1459  
Winterville, NC 28590-1459



**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE  
TOWN OF WINTERVILLE, NORTH CAROLINA**

**Carroll Crossing Phase 3- Parcel Number 80600**

**WHEREAS**, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

**WHEREAS**, the Town Council has, by resolution, directed the Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Winterville Town Hall at 6:00 pm on February 10, 2025 after due notice was given by publication on January 29, 2025 and February 5, 2025; and

**WHEREAS**, the Town Council finds that the petition meets the requirements of NCGS 160A-31;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Winterville, North Carolina that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described territory is hereby annexed and made part of the Town of Winterville as of February 28, 2025:

Beginning at a point whose Northing is 647564.369 and whose Easting is 2471875.607 ; said point being a point on the western right of way line of Reedy Branch Road, thence

N 6-16-46.00 W a distance of 333.16 ; thence

S 89-13-59.00 W a distance of 1616.80 ;thence

S 13-34-29.00 E a distance of 377.22; thence

N 87-54-26.00 E a distance of 1565.60 to the point of beginning.

Total area of tract is 12.80 ac.

**Section 2.** Upon and after February 28, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Winterville and shall be entitled to the same privileges and benefits as other parts of the Town of Winterville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10.

**Section 3.** the Mayor of the Town of Winterville shall cause to be recorded in the Office of the Register of Deeds of Pitt County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such map shall also be delivered to the County Board of Elections, as required by NCGS 163-288.1.

Adopted this the 10<sup>th</sup> day of February 2025.

---

Richard E Hines, Mayor

**ATTEST:**

---

Donald Harvey, Town Clerk

North Carolina

Pitt County

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Winterville, North Carolina, at a meeting held on February 10, 2025 at 6:00 pm at the Town Hall in the Town of Winterville.

**IN WITNESS WHEREOF**, I have hereunto set my hand and have caused the official corporate seal of the Town of Winterville to be affixed, this \_\_\_\_\_ day of February 2025.

\_\_\_\_\_  
Donald Harvey, Town Clerk

North Carolina

Pitt County

I, Kristin L. Godley, a Notary Public, do hereby certify that Donald Harvey, Town Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purpose therein expressed.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of February 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: June 23, 2029



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Council Meeting Minutes.

**Action Requested:** Approval of Minutes.

**Attachment:** Draft Minutes of the Council meetings listed below.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

Approval of the following set of Council Meeting Minutes:

- ❖ December 9, 2024 Regular Meeting Minutes; and
- ❖ December 12, 2024 Emergency Meeting Minutes.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Minutes.



**WINTERVILLE TOWN COUNCIL  
MONDAY, DECEMBER 9, 2024 – 6:00 PM  
REGULAR MEETING MINUTES**

The Winterville Town Council met in a Regular Meeting on the above date at 6:00 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor  
Brandy Harrell, Mayor Pro Tem  
Shantel Hawkins, Councilwoman  
Johnny Moye, Councilman  
Veronica W. Roberson, Councilwoman  
Lisa Smith, Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager  
Anthony Bowers, Assistant Town Manager  
Chris Williams, Interim Police Chief  
David Moore, Fire Chief  
Cliff McGuffin, Public Works Director  
Ron Mills, Interim Electric Director  
Jessica Manning, Finance Director  
Evan Johnston, Building Inspector/Code Enforcement Officer  
Diane White, Parks and Recreation Director  
Stephen Penn, Planning and Economic Development Director  
Angela Fuller, Human Resource Director  
Willie Gay, Building Inspector/GIS Technician  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Hines called the meeting to order.

**INVOCATION:** Mayor Pro Tem Harrell gave the Invocation.

**PLEDGE OF ALLEGIANCE:** Mayor Hines led everyone in the Pledge of Allegiance.

**WELCOME:** Mayor Hines welcomed the public.

**ROLL CALL:** All Present.

**APPROVAL OF AGENDA:**

Manager Parker noted the amendment to the Agenda.

**Motion made by Councilwoman Roberson and seconded by Councilman Moye to approve the amended agenda. Motion carried unanimously, 5-0.**

**RECOGNITION OF NEW EMPLOYEES:**

1. Tomeka Stevens - Customer Service Representative; Finance Department.
2. Andrew Jones - Equipment Operator; Public Works Department.
3. Anthony Smith - Utility Pump Maintenance Mechanic; Public Works Department.
4. Brandon Smith - Utility Pump Maintenance Mechanic; Public Works Department.
5. John Casey - Electric Line Technician: 1st Class; Electric Department.
6. Haley Camden - Paramedic; Fire ♦ Rescue ♦ EMS.
7. Allana Head - Office Manager; Fire ♦ Rescue ♦ EMS.
8. Michael E. Hobbs – Sergeant; Police Department – recognized for achieving Criminal Investigator Specialist Certificate.

**APPOINTMENT OF MAYOR PRO-TEM:**

**Councilwoman Roberson nominated Johnny Moye for Mayor Pro Tem.**

Councilwoman Roberson said this gives a chance for more people to serve. Councilwoman Hawkins said we have a discrepancy and still moving forward and ignoring the situation. Mayor Hines said Rule 20 was followed when Rice was appointed. Only Councilwoman Smith and Councilwoman Hawkins have not been Mayor Pro Tem. Councilwoman Smith said would it be appropriate for the policy to align with charter?

**Councilwoman Harrell nominated Brandy Harrell for Mayor Pro Tem.**

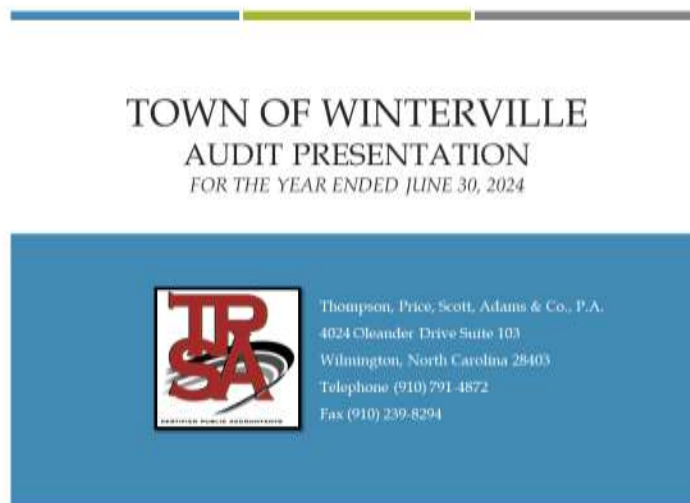
Councilwoman Hawkins said Rule 20 was not followed. Mayor Hines said nominations closed.

**Vote for Councilman Moye: Councilman Moye, Councilwoman Roberson, and Councilwoman Smith voted for Johnny Moye. Vote for Mayor Pro Tem Harrell: Mayor Pro Tem Harrell, and Councilwoman Hawkins voted for Brandy Harrell. Johnny Moye elected Mayor Pro Tem 3-2.**

**PRESENTATIONS:** 2023-2024 Audit - Austin Eubanks with Thompson, Price, Scott, Adams & Co., P.A.

Councilwoman Roberson noted that the wrong city is named on page 9.

Austin Eubanks gave the following presentation saying that it was a clean audit:



## TOWN OF WINTERVILLE REQUIRED COMMUNICATIONS

<u>Area</u>	<u>Comments</u>
<b>Responsibilities Under Generally Accepted Auditing Standards, Government Auditing Standards, OMB Uniform Guidance, and the State Single Audit Implementation Act.</b>	
Design the audit to provide reasonable assurance that the financial statements are free of material error and in compliance with government regulations.	<ul style="list-style-type: none"> <li>* Accomplished. No material error noted.</li> </ul>
Perform all planned procedures and have complete access to both management and required information.	<ul style="list-style-type: none"> <li>* Completed. Our work was not limited in any way.</li> </ul>
Communicate significant deficiencies in the internal control.	<ul style="list-style-type: none"> <li>* Prior Period Adjustment.</li> </ul>

## TOWN OF WINTERVILLE REQUIRED COMMUNICATIONS (CONTINUED)

<u>Area</u>	<u>Comments</u>
<b>Adoption or Change in Accounting Policies</b> Communicate the initial adoption of or a change in an accounting principle which had or is expected to have a significant effect on the financial statements.	<ul style="list-style-type: none"> <li>* None.</li> </ul>
<b>Management Judgment and Accounting Estimates</b> Assess methodologies used and basis of evidence for matters requiring judgments and estimates.	<ul style="list-style-type: none"> <li>* Methods used and evidence considered appear to have led to reasonable amounts being included in the financial statements.</li> </ul>
<b>Financial statement disclosures</b>	<ul style="list-style-type: none"> <li>* The financial statement disclosures are neutral, consistent, and clear.</li> </ul>
<b>Significant Audit Adjustments or Unrecorded Differences</b> Communicate significant recorded and unrecorded differences.	<ul style="list-style-type: none"> <li>* None</li> </ul>

## TOWN OF WINTERVILLE REQUIRED COMMUNICATIONS (CONTINUED)

<u>Area</u>	<u>Comments</u>
<b>Disagreements with Management</b> Communicate any disagreements on financial or reporting matters that, if not satisfactorily resolved, would cause a modification of our report.	<ul style="list-style-type: none"> <li>* None</li> </ul>
<b>Management Representations</b>	<ul style="list-style-type: none"> <li>* Management provided a management representation letter.</li> </ul>
<b>Consultation with Other Accountants</b> Communicate consultation that took place with other accountants.	<ul style="list-style-type: none"> <li>* None to our knowledge.</li> </ul>
<b>Prior to Retention Issues</b> Communicate any major issues that management discussed with the auditor in connection with the retention of the auditor, including the application of accounting principles and auditing standards.	<ul style="list-style-type: none"> <li>* None.</li> </ul>

## TOWN OF WINTERVILLE REQUIRED COMMUNICATIONS (CONTINUED)

Area	Comments
<b>Difficulties Encountered Performing the Audit</b>  Any serious difficulties the auditor encountered in dealing with management such as unreasonable delays in providing needed information, unreasonable timetable set by management, or unavailability of client personnel.	* None noted.
<b>Irregularities and Illegal Acts</b>  Communicate the existence of any material irregularities and/or illegal acts determined during the audit.	* None noted.
<b>Other Findings or Issues</b>	* None

## TOWN OF WINTERVILLE GENERAL FUND

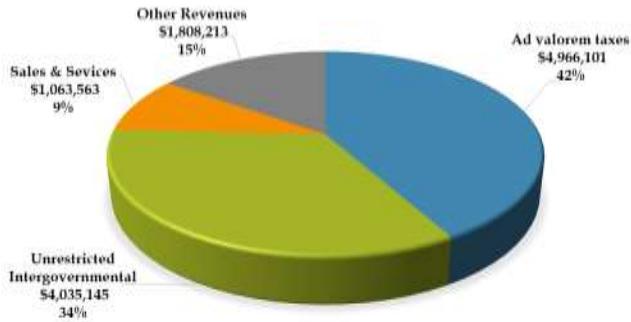
Dear Board Members:	
<i>Below is a summarization of some of the key items in the audit report.</i>	
	<b>2024</b>
Total Revenues and Other Financing Sources	\$ 12,883,022
Total Expenditures and Other Financing Uses	\$ 11,651,960
<b>Net Change</b>	<b>\$ 1,231,062</b>
Minimum Undesignated Fund Balance as Recommended by the Local Government Commission (25% of Expenditures)	\$ 2,912,990
Unassigned Fund Balance	\$ 13,761,390
Fund Balance Available as a Percentage of General Fund Expenditures	137.69%
Tax Collection Rate	99.41%

## GENERAL FUND OPERATING SUMMARY

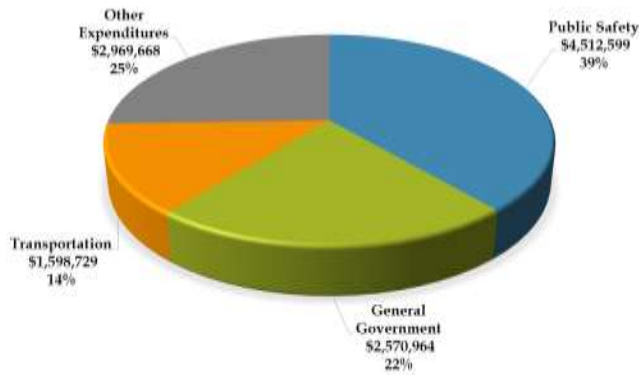




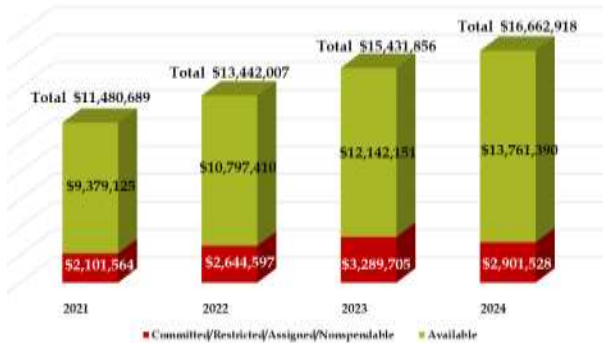
### TOP 3 REVENUES: GENERAL FUND - OPERATING



### TOP 3 EXPENDITURES: GENERAL FUND - OPERATING

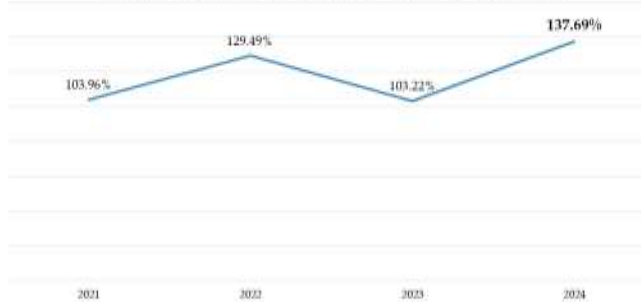


### GENERAL FUND ANALYSIS OF FUND BALANCE



## TOWN OF WINTERVILLE

**Fund Balance Available as a Percentage of General Fund Expenditures**



## TOWN OF WINTERVILLE SAFE ROUTES FOR SCHOOL

Dear Board Members:

*Below is a summarization of some of the key items in the audit report.*

	2024
Total Revenues and Other Financing Sources	\$ 33,497
Total Expenditures and Other Financing Uses	\$ 3,985
<b>Net Change</b>	<b>\$ 29,512</b>
Fund Balance, beginning	\$ -
Fund Balance, ending	\$ 29,512

## TOWN OF WINTERVILLE ELECTRIC FUND

Dear Board Members:

*Below is a summarization of some of the key items in the audit report.*

	2024
Total Revenues and Nonoperating Revenues	\$ 8,270,364
Total Expenditures and Nonoperating Expenses	\$ 6,451,320
Transfers from (to) other funds	\$ (650,000)
<b>Net Change</b>	<b>\$ 1,169,044</b>
Net Position - beginning, as reported	\$ 12,437,732
Net Position, restatement	\$ -
Net Position, beginning, as restated	\$ 12,437,732
Net Position - ending	\$ 13,606,776

## TOWN OF WINTERVILLE WATER FUND

Dear Board Members:

*Below is a summarization of some of the key items in the audit report.*

	2024
Total Revenues and Nonoperating Revenues	\$ 2,267,419
Total Expenditures and Nonoperating Expenses	\$ 1,698,567
Transfers from (to) other funds	\$ (260,000)
<b>Net Change</b>	<b>\$ 308,852</b>
Net Position - beginning, as reported	\$ 2,867,244
Net Position, restatement	\$ 3,458,182
Net Position, beginning, as restated	\$ 6,325,426
Net Position - ending	\$ 6,634,278

## TOWN OF WINTERVILLE SEWER FUND

Dear Board Members:

*Below is a summarization of some of the key items in the audit report.*

	2024
Total Revenues and Nonoperating Revenues	\$ 3,502,395
Total Expenditures and Nonoperating Expenses	\$ 2,969,436
Transfers from (to) other funds	\$ 260,000
<b>Net Change</b>	<b>\$ 792,959</b>
Net Position - beginning, as reported	\$ 4,257,637
Net Position, restatement	\$ 4,593,154
Net Position, beginning, as restated	\$ 8,850,791
Net Position - ending	\$ 9,643,750

## TOWN OF WINTERVILLE STORMWATER FUND

Dear Board Members:

*Below is a summarization of some of the key items in the audit report.*

	2024
Total Revenues and Nonoperating Revenues	\$ 1,002,728
Total Expenditures and Nonoperating Expenses	\$ 583,797
Transfers from (to) other funds	\$ -
<b>Net Change</b>	<b>\$ 418,931</b>
Net Position - beginning, as reported	\$ 5,898,556
Net Position, restatement	\$ 2,492,892
Net Position, beginning, as restated	\$ 8,391,448
Net Position - ending	\$ 8,810,379

## TOWN OF WINTERVILLE Analysis of Cash



## FINANCIAL STATEMENT FINDINGS

**Significant Deficiency**

**Finding:** 2024-001 Prior Period Adjustment

**Criteria:** Prior Period Adjustment

**Condition:** Restatement of previously issued financial statements to reflect the correction of a misstatement.

**Effect:** Restatement of Net Position to reflect an understatement of Fixed Assets.

**Cause:** The Town did not properly add fixed assets to their ledgers when donated by developers.

**Identification of a repeat finding:** This is not a repeat finding.

**Recommendation:** The Town will review the financial statements and reconcile to Town's ledgers and records.

**View of responsible officials and planned corrective actions:** The Town council and Finance department will implement the above procedure immediately.

## ADDITIONAL REQUIRED COMMUNICATIONS

**Changes to the Audit Process**

- The Local Government Commission (LGC) will no longer initiate communications about concerns or findings (formerly considered unit letters). They have created a spreadsheet that has to be completed and submitted with the audit report. If that worksheet identifies what they consider a "Financial Performance Indicators of Concern" (FPICs), we are required to communicate those items to the Board.
- You are required to submit a response within 60 days of the Board meeting in which the financial statements are presented. The detailed audit response should be presented to the entire Board, and signed by the entire Board, Finance Officer, and Manager.
- The following FPIC's were identified on the LGC's transmittal document that we are required to notify you about:

ADDITIONAL REQUIRED COMMUNICATIONS					
PERFORMANCE INDICATORS					
<p>The self-reported information from your unit's audit report was used to generate the following trends and performance indicators. We have created this Performance Indicator tab to make these indicators available to auditors and local governments when your audit is conducted. If any unit's results are shared with the unit, you will receive a "Response to Auditor's Findings, Recommendations, and Fiscal Matters" within 90 days from the auditor's board presentation. The response must address all performance indicators related to you.</p>					
Unit Name:	Winterville	Fiscal Year (FY)	Description of Performance Indicator		
Unit Number:	50430				
<p>In the past, units of government have been grouped by population to evaluate ratios and benchmarking (including Fund Balance Available). Beginning with fiscal year 2020, we have grouped units by General Fund expenditures for purposes of evaluating the minimum amount of fund balance a unit needs to operate. A unit's General Fund expenditures proved to be a better correlation to the amount of funds balance needed to operate, especially for units with large higher education or tourism populations. Activity from Debt Service Funds (if applicable) is included in the calculation because these funds typically originate from the General Fund and are transferred to a Debt Service Fund. The table below lists the thresholds that are used in the analysis of your unit's fiscal health. These thresholds were determined based on an analysis of previous years general fund</p>					
<p><b>GENERAL FUNDS:</b> As of the publication date of this workbook, ratios or self-reported numbers may not have been verified by the IGA staff. Please contact IGA staff at <a href="mailto:iga@nd.gov">iga@nd.gov</a> for more information on this workbook. Please include in email subject "FY or Year Financial Data."</p>					
Cost Rate Indicator:	2019	2020	2021	Minimum Threshold	Unit Result
Operating Net Income (Does not include depreciation, including lease revenue principal and interest)	1215,141	1230,727	1,038,436	Greater than zero	(1,038,436)
<p>This calculation excludes operating expenses from operating revenues. Depreciation expense is not included in the calculation but debt principal and interest payments are included. A negative balance indicates that your rates are not covering your operating expenses and debt service payments.</p>					

ADDITIONAL REQUIRED COMMUNICATIONS				
GENERAL PERFORMANCE INDICATOR	2021	Target	2021	2021
The unit has material weaknesses, significant deficiencies, monetary violations and/or items identified on the TD Info Completed by Auditor tab that must be addressed in the FYB Response Letter.	Yes		Yes	This indicator identifies whether the unit has any material weaknesses, significant deficiencies, management letter comments or items identified on the TD Info Completed by Auditor tab including 1054, 1056, 1058, 955 and 957, that
Electric non-utility rate exceeded the amounts described in SS 2000-05. If your unit is a member of the North Carolina Eastern Municipal Power Agency it appears you have violated the GA.	Yes	Target	Yes	This indicator advises if there were electric transfers in violation of G.S. 2000-05 in violation of the unit's transfer policy.

Town Manager Parker noted that a healthy fund balance is good to have for situations like happened in the west this year. Mayor Hines thanked them for their assistance. Finance Director Manning said thanks to Council and Staff for assistance.

**Motion made by Councilwoman Smith and seconded by Mayor Pro Tem Harrell to accept the Audit with the change of the Town name on page 9. Motion carried unanimously, 5-0.**

**PUBLIC HEARINGS:**

Villa Grande Phase 3 Annexation - Planning and Economic Development Director Penn gave the request with the following presentation:

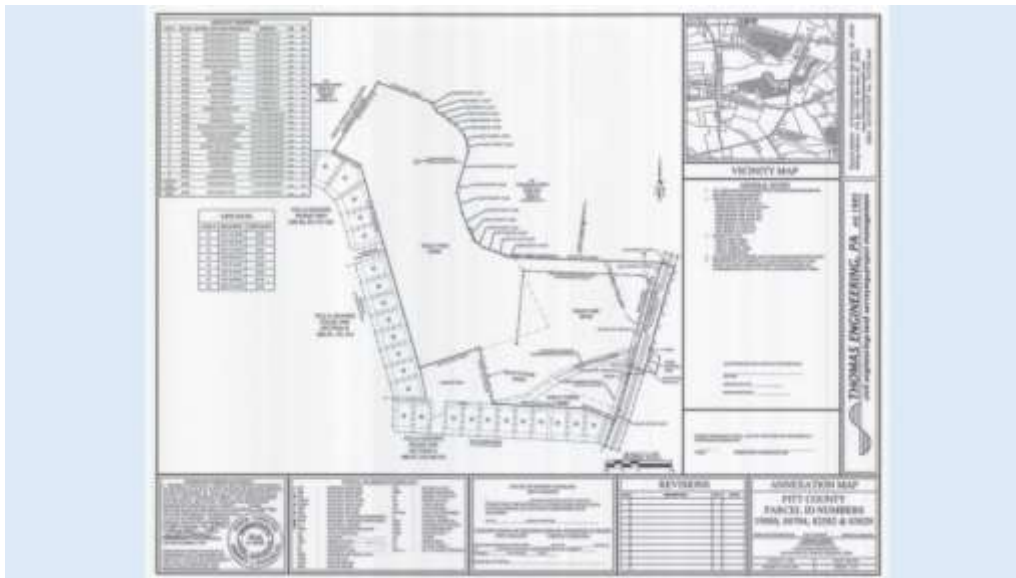
## VILLA GRANDE PHASE 3 ANNEXATION PETITION

Presenter:  
Stephen Penn,  
Planning



- Applicant: Nolan Commercial Contractors Inc. (Nolan Sydes)
- Location: Red Forbes Road, North of Existing Villa Grande's existing homes.
- Parcel Numbers: 82582, 19880, 80704, 83029
- Site Data: 22.733 Acres (and a small portion of Red Forbes Road).
  - Expecting 40 new single family residential homes.





Villa Grande Ph 3--Annexation Petition

Staff Recommendation:

Approve Annexation Petition.

1. Annexation to become effective on December 31, 2024.

Mayor Hines declared the public hearing open, asked if anyone would like to speak in opposition of the annexation request. No one spoke.

Mayor Hines asked if anyone would like to speak in favor of the annexation request. John Thomas, project engineer asked if there were any questions. Councilwoman Roberson asked are there any drainage problems. John Thomas responded none that he is aware.

Mayor Hines declared the public hearing closed.

Mayor Hines asked for any further discussion or any more questions. Hearing none what is Council's pleasure.

**Motion made by Councilman Moye and seconded by Mayor Pro Tem Harrell to approve the Villa Grande Phase 3 Annexation. Motion carried unanimously, 5-0.**

Southbrook Planned Unit Development (PUD) Rezoning/Amendment - Planning and Economic Development Director Penn gave the request with the following presentation noting there are information packs at Council's seat:

## SOUTHBROOK PUD REZONING REQUEST (An amendment to 23-0-11)

Packet at seats: Summary of changes, letters of support, rezoning guide.

Presenter:  
Stephen Penn,  
Planning



- Applicant: Southbrook NC, LLC (Scott Moore)
- Location: Church Street Ext and Laurie Ellis Road
- Parcel Numbers: 15006, 11636, 11638, 82096, 82094
- Site Data: 245.43 acres
- Current Zoning District: Conditional District PUD (R-6 PUD, MR PUD)  
Approved by Town Council at their January 2023 Regular Council Meeting.
- Proposed Zoning District: Amendments to their Conditional District PUD (R-6 PUD, MR PUD).

### Planned Unit Developments (PUD)

- A PUD is a form of a rezoning & use – Conditional Zoning District requests flexibility in design of a subdivisions to allow for cluster development in exchange for permanently preserved open space on the site.
- Southbrook was approved to help ensure the protection of the environmentally sensitive features such as streams, riparian buffers, ponds, and wetlands while creating a comprehensive project.





- Timeline of Existing PUD:
  - For the existing PUD Document, the applicant hosted two Community Meetings on October 20, 2022 for public input.
  - **Town Council approved the existing PUD on January 9, 2023.**
  - The Preliminary Plat for a portion of the property (Phase 1 Tract A & B) was approved on March 11, 2024.
  - The Preliminary Plat for the remainder of the tract will go before you tonight.

- Adjacent property owners were mailed notification of the Public Hearing on November 18, 2024.
- A sign was placed on the property October 8.





**Proposed Changes to Existing PUD:**

**Southbrook PUD – Rezoning Request**

**Single Family Attached (Townhomes) Location Changes**

Applicant wishes to add “Single Family Attached” to the area shown in red. The total number of Single Family Attached will remain 154 units.

- Staff would support this aspect of the proposed Rezoning amendment as it reduces environmental impacts -as is the intent of the PUD and Subdivision Ordinance.
- Previous proposal was crossing a buffered stream.



**Southbrook PUD – Rezoning Request**

**Proposed Changes to Existing PUD: Home Size Changes**

1. Minimum Home Size Changes:
  - **Current Single Family Detached Minimum:** 1,800 SF Heated Space.
  - **Proposed Single Family Detached Minimums:**
    1. Single Story Homes: 1,500 SF Heated Space.
    2. Two Story Homes: 1,600 SF Heated Space.
  - **Current Single Family Attached (Townhomes) Minimums:** 1,600 SF Heated Space
  - **Proposed Single Family Attached (Townhomes) Minimums:** 1,400 SF Heated Space.



**Adjacent neighborhoods that will have direct road interconnectivity:**

- Holly Grove: 61 homes on Church Street.
  - Single Family Detached Only- No single family attached.
    - Average Home size: 2,370 sf Heated space.
    - Minimum Home 1,821 sf heated space
    - Zoning District: R-12.5 CD-
      - Condition: Homes must be minimum of 1,800 sf heated space.



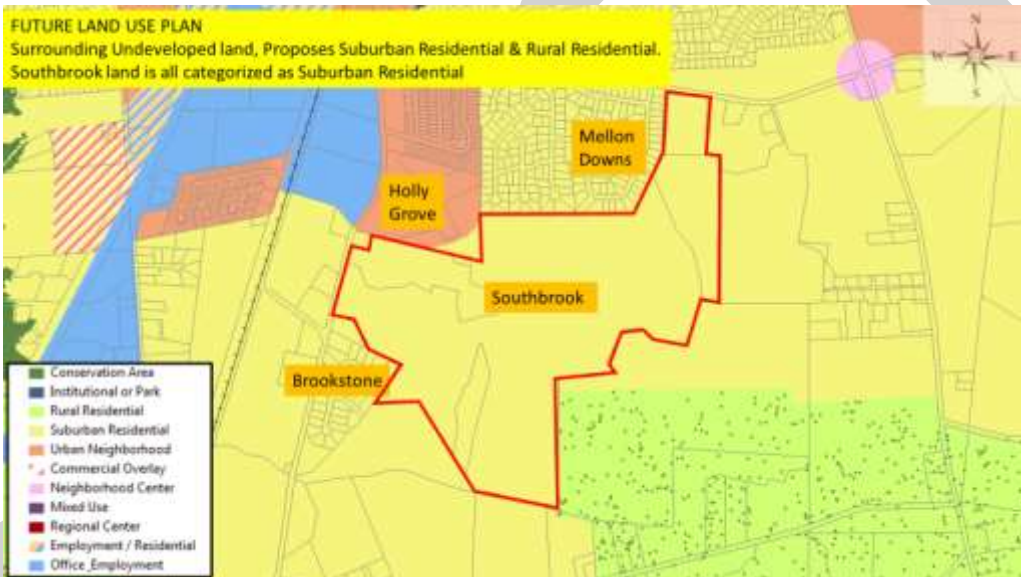
**Adjacent neighborhoods that will have direct road interconnectivity:**

- Brookstone: 32 existing homes; 49 lots in next phase. Church Street Ext.
  - Single Family Detached Only- No single family attached.
    - Average Home size: 2,511 sf Heated space.
    - Minimum Existing Home 2,032 sf Heated space
    - Zoning District: Phase 1: R-15 CD- Conditions:
      - Homes Minimum of 2,000 sf heated space.
      - 75% of lots shall have a minimum of 20,000 sf.
      - 25% of lots shall have a minimum of 17,500 sf.
    - Phase 2 (connect to Southbrook) – Under Construction Drawing Review is zoned R-10.



**Adjacent neighborhoods that will have direct road interconnectivity:**

- 3. Mellon Downs: 84 homes; Laurie Ellis Road.
  - Single Family Detached Only- No single family attached.
  - Average Home size: 2,082 sf Heated space.
  - Minimum Home 1,490 sf Heated space
  - Zoning District: R 12.5.



**Future Land Use- Neighboring undeveloped land:**

\*will be dominated by Single Family Detached- This PUD is unique and was permitted due to the significant amount of environmental features.

- Future Development Character of surrounding properties:
  - Suburban Residential Character Areas:
    - Suggested Zones: R-20, R-15, R-12.5.
    - Possibly R-10 or R-8 if open space is dedicated.
    - Character and Use: Large lot, primarily low-density single family residential.
  - Rural Residential Character Area: (to south-east)
    - Suggested Zones: A-R. (20,000 sf minimum lots size for residential).
    - Character and Use: "Rural outskirts" & not prioritized as growth area in the near future (15+ years). Primarily large lot residential farmhouses or agricultural buildings with occasional single family detached in a rural configuration.

## RECOMMENDATIONS & IMPLEMENTATION

### Land Use

#### Organizing Goals:

##### Primary Goals:

- Strengthen and Diversify the Economy
- Safe, Healthy Neighborhoods and Environment
- Activate Downtown

##### Supporting Goals:

- Create a Town-wide Identity
- Connectivity and Mobility

#### Policies and Strategies

Policy 1: Encourage a balanced tax base while managing growth.

#### Strategies

1.1) Utilize the Future Land Use Map and character areas when considering land use decisions (i.e. development approvals and rezoning decisions) and infrastructure improvement priorities.

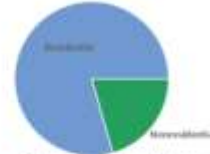
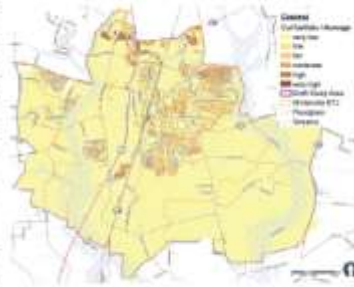
1.2) Encourage non-residential growth in the form of retail, restaurants, professional offices and industrial development

In areas designated as such on the Future Land Use Map.

1.3) Encourage a logical progression of development and extension of utilities and discourage leap-frog development.

- "Leap-frog development" is a term used for development that occurs far away from existing utilities in an area that is separated from existing development by undeveloped properties.

- The future land use map presents a view of the future many years from the current, and each rezoning should be considered on its own merits. It may be necessary to deny rezoning requests if they are premature or do not fit well with surrounding uses, even if the Future Land Use Map supports the rezoning.



Residential properties make up the bulk of the tax base (nearly 80%)



### Southbrook PUD – Rezoning Request

#### Other Proposed Changes:

1. Minor Changes in lot widths on Construction Drawings.
  - For Staff, very minor changes are expected- informed applicant that this doesn't change the procedures of this subdivision.
  - It will be treated the same as all other developments.
2. Applicant added a statement that "Multiple Single Family Detached homes will be made available by the builder".
3. All Single Family Attached (Townhomes) Homes will contain at least one one-car garage.

### Southbrook PUD – Rezoning Request

#### Summary of Changes:

1. Relocation of Multi-Family Residential Zoned Area.
2. Reduce heated square footage of Detached and Attached Homes.
3. Adding requirement for a one car garage on SFA.
4. Adding a statement that there will be multiple SF detached homes.
5. Adding a statement that small changes in lot lines are expected.

**Phone Calls/Letters. :**

1. Concern: Received a phone call on Nov 19 2024: Property owner (in Brookstone) stated they attended all of the initial meetings for the development (organized by the Developer). They are concerned with the new change in home size and do not support the change.
1. Support: Received letter of support: (letter provided)
  - Mr. Abbott Hunsucker- Owner of a 43 acre farmland to the south of this development.
    - Believes proposed changes would diversify housing units.
    - Provide more affordable housing prices.
2. Support: Received letter of support: (letter provided)
  - Mr. Alan Tolliver- resident of 103 Duke Road- Windsor Subdivision.
    - Supports the proposed changes and changes to home sizes.



**P&Z Recommendation:**

- Two versions of The Southbrook Rezoning Went before P&Z.
  - It was denied @ September P&Z.
  - Withdrawn by applicant and resubmitted with changes.
  - Approved @ October P&Z.
- P&Z unanimously recommended approval of the rezoning and voted that it was consistent with the land use plan and reasonable for the area and is the public interest. (October)

**Staff Recommendation:**

Review proposal to determine if it is Consistent and Reasonable.

1. Plan Consistency with Comprehensive Land Use Plan.
  1. Suburban Residential.
2. Amendments reasonable for its location:
  1. Home Size. (1,400sf min. townhomes, 1,500sf min. homes.)
  2. Relocation of Townhomes.
3. Also consider all factors & documents of the Town -PUD & Conditional Zoning Requirements.

Guide at seat: provided more formal rezoning decisions. Helps create a checklist to show Town reviews rezoning properly and provide more feedback to applicants.

Town Manager Parker asked why they are reducing size. Planning and Economic Development Director Penn said as a result of comments from Planning and Zoning Board.

Mayor Hines declared the public hearing open, asked if anyone would like to speak in opposition of the request. No one spoke

Mayor Hines asked if anyone would like to speak in favor of the plan.

Scott Moore, applicant noted the smaller size will make the development more inclusive, and more affordable to those in the area. The market study provided more options. Steadfast to build a quality community and build all size homes. Reasons for the change, flooding on west side; all run-off maintained on site. Collaborative effort will make the best product. Mayor Hines will the HOA be one or multiple. Scott Moore said there will be master HOA with the single-family homes having additional items. Councilwoman Roberson asked what does affordable mean. Scott Moore said they will work with builders and create incentives. Councilwoman Roberson where is the gas lines location. Scott Moore said nothing is in gas line easement. Town Manager Parker asked about drainage area maintenance. Scott Moore said they will be robustly maintained. Councilwoman Smith asked about the changes to the lot lines. Scott Moore said this allows for shifts with still meeting the standards. Town Manager Parker asked about the movement of lines. Planning and Economic Development Director Penn said small deviations, no added lots, and follow same condition as all others. Councilman Moye asked are the attached units together. Planning and Economic Development Director Penn said it is more than duplexes, multiple with a maximum of 7 units. Scott Moore noted as many as allowed. Councilwoman Roberson asked does this meet same requirements as Planning and Zoning Board reasonableness. Planning and Economic Development Director Penn they make for more answers.

Mayor Hines declared the public hearing closed.

Mayor Hines asked for any further discussion or any more questions. Hearing none what is Council's pleasure.

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**Southbrook PUD – Rezoning Request**

- **Motion Approving rezoning:**
  - Approve rezoning as it is **“Consistent with the Winterville Comprehensive Plan, is reasonable, and in the public’s interest.”**
- **Motion Denying Rezoning:**
  - Deny the Rezoning **“After consideration of the Comprehensive Land Use Plan and other factors, this proposal is found to be unreasonable”**: Explain why:
    - Possible reasons (among other factors):
      - (1)The size, physical conditions, and other attributes of any areas proposed to be rezoned;
      - (2)The benefits and detriments to the landowners, the neighbors, and the surrounding community;
      - (3)The relationship between the current actual and permissible development and the development under the proposed amendment;
      - (4)Why the action taken is in the public interest; and
      - (5)Any changed conditions warranting the amendment. (NC GS 160D-605)

**Motion made by Councilwoman Smith and seconded by Councilman Moye to deny the Southbrook Planned Unit Development (PUD) Rezoning Amendment Request.**

Councilwoman Hawkins asked why this is a denial. Councilwoman Smith said the complete list of changes. Councilwoman Hawkins said the variations to the original plan, changes reflect more

usefulness to community. Town Manager Parker noted Council had voted on the previous plan. Councilwoman Hawkins said variations and benefits are allowed. Councilwoman Smith said had problems in past. Mayor Pro Tem Harrell note the quality as well as affordability of homes.

**Motion carried, 3-2. Mayor Pro Tem Harrell and Councilwoman Hawkins opposed.**


Southbrook Annexation - Planning and Economic Development Director Penn gave the request with the following presentation:

Town of  
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TC- December 9, 2024

**SOUTHBROOK  
ANNEXATION REQUEST**

Presenter:  
Stephen Penn,  
Planning



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Southbrook PUD – Annexation Petition

- Applicant: Southbrook NC, LLC (Scott Moore)
- Location: Church Street Ext and Laurie Ellis Road
- Parcel Numbers: 15006, 11636, 11638, 82096, 82094
- Site Data: 246.177 acres
  - Expecting full build out to contain 612 Residential unit.





**Southbrook PUD – Annexation Petition**

**Staff Recommendation:**

Approve Annexation Petition.

1. Annexation to become effective on December 31, 2024.

Mayor Hines declared the public hearing open, asked if anyone would like to speak in opposition of the annexation request. No one spoke.

Mayor Hines asked if anyone would like to speak in favor of the annexation request. Scott Moore, applicant spoke in favor of the annexation.

Mayor Hines declared the public hearing closed.

Mayor Hines asked for any further discussion or any more questions. Hearing none what is Council's pleasure.

**Motion made by Councilman Moye and seconded by Councilwoman Hawkins to approve the Southbrook Annexation request. Motion carried unanimously, 5-0.**

**PUBLIC COMMENT:** Mayor Hines read the Public Comment Policy.

1. Glenn Johnson: Main and Mill intersection, Mill and Vernon White intersection, Traffic and Pedestrian concerns.
2. Lee and Toni Biscardi - Cooper's Cup parking in front of business.
3. Brandy Daniels – Update to concerns for Corbella's Family Venue.
4. Mat de Jesus – Intersection of Mill street and Boyd Street.
  - Councilwoman Hawkins said thank you for sharing this concern, a valid concern. Taken time to come. advocating for traffic control. Voted for signalization. Same flow as at Main Street and Mill Street. Steady flow of traffic. How do controls affect others.

**CONSENT AGENDA:**

Items included in the Consent Agenda:

1. Approval of the following set of Council Meeting Minutes:
  - November 4, 2024 Regular Meeting Minutes.
2. Approval of 2024 calendars.
  - Draft 2025 Regular Council Meeting Calendar; and
  - Draft 2025 Agenda Review Council Meeting Calendar; and
  - Draft 2025-2026 Budget Calendar.
3. Release and Refund of Taxes.
4. Budget Amendment 2024-2025-4.
5. Copper Creek Phase 3 Annexation - Direct Town Clerk to Investigate Sufficiency.
6. Hunsucker Rezoning - Schedule Public Hearing for January 13, 2025 Council Meeting.

**Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Harrell to approve the consent agenda. Motion carried unanimously, 5-0.**

**OLD BUSINESS:**

NCLM Memorandum of Agreement – Human Resource Management Service.

Town Manager Parker noted we have previously discussed this item, now have a HR person. Agenda includes the updated agreement.

Motion made by Councilwoman Roberson and seconded by Councilwoman Smith to approve the NCLM Memorandum of Agreement – Human Resource Management Service. Motion carried unanimously, 5-0.

Mayor Hines asked how long the study will take. Town Manager Parker said approximately 6 months.

**NEW BUSINESS:**

1. Copper Creek Phase 3 Preliminary Plat - Planning and Economic Development Director Penn gave the following presentation:


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TC- December 9, 2024

Preliminary Plat  
"Copper Creek S. 3"  
PARCEL 80600

At seats: Preliminary Plat

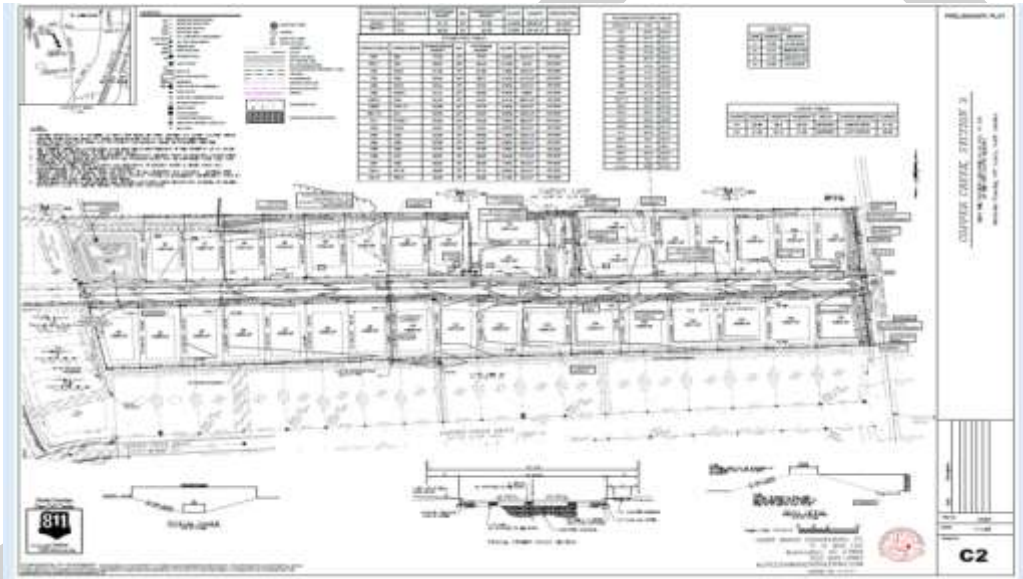
Presenter:  
Stephen Penn,  
Director of Planning & Economic Development



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Copper Creek. S3 PP

- Applicant: Inner Banks Engineering (Marie Peedin)
- Location: Reedy Branch Road (West Side of Hw. 11)
- Parcel Numbers: 80600
- Site Data: 12.8 acres
- Zoning District: R- 12.5.
- Overview:
  - 34 Single-Family Residential Lots.
  - Stubbed Street to Northern Parcel.
  - Interconnectivity with existing "Copper Creek" section 2.



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Copper Creek S.3 PP.

**Staff & P&Z Recommendation:**

- P&Z Recommended **approval** of the Preliminary Plat at their November 18, 2024 Meeting. (Unanimous)
- Staff recommends **approval** of the Copper Creek Section 3 Preliminary Plat as it has been reviewed and has received Technical Review Committee (TRC) approval.
  - If approved, Copper Creek Section 3 will submit Construction Drawings & eventually a Final Plat.

Questions?



Mayor Hines asked will it connect to Sunshine lane. Planning and Economic Development Director Penn said no that would cross a ditch and Sunshine Lane is a private road.

**Motion made by Councilman Moye and seconded by Councilwoman Smith to approve the Copper Creek Phase 3 Preliminary Plat. Motion carried unanimously, 5-0.**

2. Cornerstone Section 2 Phase 3 Final Plat - Planning and Economic Development Director Penn gave the following presentation:


Town of  
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TC- December 9, 2024

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## Cornerstone Section 2, Phase 3 Final Plat

Presenter:  
Stephen Penn,  
Planning



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Cornerstone S. 2 P.3- Final Plat

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- Applicant: Stroud Engineering, PA.
- Location: Within the existing Cornerstone Subdivision, off of Firetower Road. Site at the end of Cornerstone Drive.
- Parcel Numbers: 38827
- Site Data: 11 New Lots; 3.32 Acres.
- Zoning District: R-6.



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Cornerstone S. 2 P.3- Final Plat

- Staff & P&Z Recommendation:
  - P&Z Recommended **approval** of the Final Plat at their September 16, 2024 Meeting. (Unanimous)
- Staff: The Cornerstone Section 2, Phase 3 Final Plat has received Technical Review Committee Approval. Staff recommends approval.

**Motion made by Councilwoman Roberson and seconded by Councilman Moye to approve the Cornerstone Section 2 Phase 3 Final Plat. Motion carried unanimously, 5-0.**

3. Southbrook Phase 2 Preliminary Plat - Planning and Economic Development Director Penn gave the following presentation:


Town of  
**WINTERVILLE**  
*A slice of the good life!*

TC- December 9, 2024

**SOUTHBROOK PHASE 2  
Preliminary Plat**

At seats: Preliminary Plat

Presenter:  
Stephen Penn,  
Planning



Planning and Economic Development Director Penn noted that the Southbrook Phase 2 Preliminary Plat cannot be approve since the rezoning was denied.

Mayor Pro Tem Harrell asked how soon can they reapply? Planning and Economic Development Director Penn said a new plat will need to be provided and go through the process again.

**OTHER AGENDA ITEMS:**

Town Manager Parker provided the following responses to previous Other Agenda Items:

**OTHER AGENDA ITEMS:** Responses.

1. Accessory Dwelling Units. (Councilwoman Smith).  
*Item is currently under Staff review.*
2. Street parking ordinance. (Councilwoman Smith).  
*See Section Winterville Code of Ordinances on Parking – copy at your seat. Any ordinance prohibiting parking on side of a street is a more global process and Staff would ask for direction from Council on moving forward.*
3. Downtown Revitalization. (Councilwoman Smith).  
*Defer to Councilwoman Smith.*
4. Limited Special Occasion and Special One-Time Permit processes (Mayor Pro Tem Harrell).  
*Defer to the Keen Lassiter, Town Attorney.*
5. Agency assessment: Winterville Police Department. (Mayor Pro Tem Harrell).  
*Defer to Mayor Pro-Tem Harrell.*
6. Updating Citizens on Intersection of Mill Street and Boyd Street. (Councilwoman Hawkins).  
*Defer to Councilwoman Hawkins. Staff has been intricately involved in communicating with NCDOT regarding said issue. Anthony Bowers, Assistant Town Manager will be giving a short update on the status of comments from NCDOT.*
7. Black History Program: February 2025. (Councilwoman Hawkins).  
*Defer to Councilwoman Hawkins.*
8. Community Roundtable. (Councilwoman Hawkins).  
*Defer to Councilwoman Hawkins.*
9. Year-End Review of Other Agenda Items Submitted by Councilwoman Hawkins in 2024: Results and Current Progress. (Councilwoman Hawkins).

**January:**

1. Request for Town Forum: Between the Residents of Winterville and those that provide service and protection – *accomplished*
2. Town Based Transportation – *Town Manager is working on a list of available transportation sources and should be available for the January 2025 meeting.*

**February:**

1. Town Hall Meeting. (Citizens of Winterville, Town EMS/Fire, Town Police and Town Staff) – *accomplished*
2. Intersection of Old Tar Road/Vernon White – *discussed over several meetings and an update will be given tonight (12/9/2024).*
3. Town-Based Transportation – *please previous update.*
4. Multi-Purpose Community Center – *land has been acquired and Parks and Recreation is currently working their Comprehensive Master Plan and Site-Specific Master Plan.*
5. Fair Housing – *item is currently under Staff review.*

**March:**

1. Stray Animals/Loose Pets – *an agreement between the Town and Council is currently being discussed and potentially drafted by Pitt County. Staff should have an update at the January 2025 Regular meeting.*
2. Town Spring Beautification – *Staff needs direction from Council.*



**April:**

1. All Alert System-Winterville Notification App/Method/Timeframe to Completion – *Town app has been accomplished.*
2. Town-Based Transportation Update on Potential Resources – *please see previous update.*
3. Water Drainage System-Site Visit by Council – *accomplished.*
4. Intersection Concerns-Update/Feedback from MPO – *this is an ongoing item.*
5. Multipurpose Center-Collective Site Visit by Council/Staff – *accomplished.*

**May:**

1. Protecting Pedestrian Safety - *this is an ongoing item.*
2. Fair Housing in Our Town – *please see previous update.*
3. Main Street / Mill Street Parking – *Item is currently under Staff review*
4. Intersection of Reedy Branch Road / Memorial Drive / South Square Drive – *not in Town, therefore not in the Town's jurisdiction.*

**June and July:** *no meeting.*

**August:**

1. Huge Trees on Properties and Resident's need for assistance – *Staff would ask for direction from Council on moving forward.*
2. Mental Health and Community Resources - *Staff would ask for direction from Council on moving forward*
3. Update: Intersection and Pedestrian Safety Measures - *this is an ongoing item.*
4. Town-Based Transportation - *please see previous update.*

**September:**

1. Follow up for Support Needed Huge Tree-Safety Concern - *Staff would ask for direction from Council on moving forward.*
2. Update request: Multi-Purpose Center Progress – *please see previous update.*
3. Update needed: All-Way Stop Sign on Boyd/Mill - *please see previous update.*
4. Winterville Library Usage/Library Card Sign-Up Month – *Staff would ask for direction from Council on moving forward.*

**October:**

1. Request for Recycling Review-3 months after change – *accomplished.*
2. Winterville Business Town Hall-In Person Business Advertisement/Display to Town Council/ Residents - *Staff would ask for direction from Council on moving forward.*
3. Youth Council-Need for Reactivation – *accomplished.*
4. Our Law Enforcement Community Connections-Mental Health Awareness Day - *Staff would ask for direction from Council on moving forward.*

**November:**

1. Update on Request for Boyd Street and Mill Street Signalization - *please see previous update.*
2. Emergency Preparation Plans – *Councilwoman Hawkins will be meeting with David Moore, Fire-Rescue-EMS Chief and Terri L. Parker, Town Manager.*

**December:**

1. Updating Citizens on Intersection of Mill Street and Boyd Street – *update will be given at the 12/9/2024 meeting.*
2. Black History Program: February 2025 – *defer to Councilman Hawkins*
3. Community Roundtable - *defer to Councilman Hawkins*
4. Year-End Review of Other Agenda Items Submitted by Councilwoman Hawkins in 2024: Results and Current Progress. (Councilwoman Hawkins) – *please see above.*

### 1. Accessory Dwelling Units. (Councilwoman Smith).

Town Manager Parker noted Staff and Town Attorney Lassiter have reviewed. Suggest a work session the first of year.

### 2. Street parking ordinance. (Councilwoman Smith).

Councilwoman Smith said she has heard complaints of on street parking. Town Manager Parker noted the parking ordinance and various issues. Related issues can be covered in a work session because the public will have feelings and opinions.

3. Downtown Revitalization. (Councilwoman Smith).

Councilwoman Smith noted issues that have been brought forward, lighting, pavement makings, support businesses. Town Manager Parker said Vision Setting meetings will drill down into items.

4. Limited Special Occasion and Special One-Time Permit processes (Mayor Pro Tem Harrell).

Town Attorney Lassiter spoke to the legalities of state investigations. Mayor Pro Tem Harrell noted the community concerns and compliance with legalities be inclusive and include all for education. Mayor Hines important that all of Council understand before sharing with the public. Mayor Pro Tem Harrell said there are resources to prevent discriminatory practices. Councilwoman Roberson said Council needs to know. Town Manager Parker said we will work with ABC and put together.

5. Agency assessment: Winterville Police Department. (Mayor Pro Tem Harrell).

Mayor Pro Tem Harrell said we need to reach out for assessment of Police Department operations. Town Manager Parker said we will reach out to NCLM for assessment, not the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA®) certified. Councilwoman Hawkins asked what is the timeline. Town Manager Parker said will update at January meeting.

6. Updating Citizens on Intersection of Mill Street and Boyd Street. (Councilwoman Hawkins).

Councilwoman Hawkins said we voted on the Intersection with a beacon light in interim, NCDOT did traffic count, then assessment. Explained differences. Assistant Town Manager Bowers will get verification of dates and explained Council actions and NCDOT interaction. Councilwoman Hawkins said the flashing beacon was an interim measure as we waited. Not going to discount NCDOT. Table to next month. Mayor Pro Tem Harrell asked what the Mill Street and connection with the sidewalk is. Assistant Town Manager Bowers said NCDOT money for sidewalk would not be there if Town takes over the street.

7. Black History Program: February 2025. (Councilwoman Hawkins).

Councilwoman Hawkins proposed a program with citizens, Human Relations Board, and youth, held in community room with activities.

**Motion made by Councilwoman Hawkins and seconded by Councilwoman Roberson to approve a Black History Program for the month of February organized by the Winterville Human Relations Board and youth. Motion carried unanimously, 5-0.**

8. Community Roundtable. (Councilwoman Hawkins).

Councilwoman Hawkins asked that we host a community round table. Citizens have a time to discuss 2-3 red button issues. Talk about some negative items, more transparency.

**Motion made by Councilwoman Hawkins and seconded by Mayor Pro Tem Harrell to approve a Community Round Table by Council or Winterville Human Relations Board. Motion carried unanimously, 5-0.**

9. Year-End Review of Other Agenda Items Submitted by Councilwoman Hawkins in 2024: Results and Current Progress. (Councilwoman Hawkins).

Councilwoman Hawkins said she has a year of things she has brought up. Has a sheet for handout to citizens? Town Manager Parker asked for copy and she would review and clarify any items.

**ITEMS FOR FUTURE AGENDA/FUTURE WORK SESSIONS:**

Mayor Pro Tem Harrell asked for Staff to provide items needed for future work sessions.

**ANNOUNCEMENTS:** Town Clerk Harvey gave the following announcements:

- January 2025 Newsletter Information Due: Thursday, December 9, 2024.
- Cops on a Roof: Friday, December 13, 2024; 8:00 am – 3:00 pm – Walmart, 210 Greenville Blvd. SW.
- Town-wide Christmas Activities: Saturday, December 14, 2024.
  - Parade is at 2:00 pm.
  - Christmas Market is 2:00 pm – 6:00 pm.
  - Tree Lighting Ceremony is at 5:00 pm.
- Planning and Zoning Board Meeting: Monday, December 16, 2024 @ 7:00 pm - Town Hall Assembly Room.
- Board of Adjustment Meeting: Tuesday, December 17, 2024 @ 7:00 pm – Operation Center.
- Stormwater Advisory Board: Tuesday, December 17, 2024 @ 6:00 pm – Operation Center.
- Coffee with a Cop: Friday, December 20, 2024; 9:00 am - 10:30 am – Cooper’s Cup, 2588 Railroad Street.
- Christmas Holidays - Town Offices Closed: Tuesday, December 24, 2024, Wednesday, December 25, 2024 and Thursday, December 26, 2024.
- Cancelled Recreation Advisory Board: Tuesday, December 24, 2024 @ 6:30 pm – Operation Center.
- Cancelled - Human Relations Board Meeting: Thursday, December 26, 2024 @ 7:00 – Executive Conference Room.
- New Year’s Holiday - Town Offices Closed: Wednesday, January 1, 2025.
- January Agenda Abstracts Due: Thursday, January 2, 2025.
- February 2025 Newsletter Information Due: Wednesday, January 8, 2025.
- Agenda Review Meeting: Thursday, January 9, 2025 @4:00 pm – Town Hall Executive Conference Room.
- Regular Town Council Meeting: Monday, January 13, 2025 @ 6:00 pm - Town Hall Assembly Room.

**REPORTS FROM THE TOWN ATTORNEY, MAYOR, AND TOWN COUNCIL, AND TOWN MANAGER:**

Town Attorney Lassiter: Thanks for party invite, dad is doing fine, reminder a closed session tonight.

Councilwoman Smith: Thanks to the Staff and enjoyed the Christmas party.

Councilwoman Roberson: Thanks for the party and congratulations to Earnest Lee on his retirement.

Mayor Pro Tem Harrell: Remember the reason for the season.

Councilwoman Hawkins: Thanks for the party, Public Works Director McGuffin, Assistant Town Manager Bowers for their assistance, remember the Season of Giving. Organizational chart shows the citizens at the top. Merry Christmas.

Councilman Moyer: Thanks for staying, Staff is great. Thanks Council. Remember tomorrow is groundbreaking at Christ Covenant. Merry Christmas.

Town Manager Parker: Last quarter has had challenges, Wish all a wonderful holiday season.

Mayor Hines: Thanks Council, Mayor Pro Tem Harrell. He conveyed an appreciation statement. Merry Christmas and safe holidays.

**Motion made by Councilman Moye and seconded by Councilwoman Roberson to go into Closed Session (NCGS § 143-318.11. (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.). Motion carried unanimously, 5-0. Entered into Closed Session at 9:46 pm.**

**CLOSED SESSION:**

**Motion made by Councilwoman Smith and seconded by Councilman Moye to return to Open Session. Motion carried unanimously, 5-0.**

**Motion made by Councilwoman Smith and seconded by Councilman Moye to approve the Purchase of Ellis Property. Motion carried unanimously, 5-0.**

**ADJOURN:**

**Motion made by Councilman Moye and seconded by Councilwoman Roberson to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 10:37 pm.**

Adopted this the 10<sup>th</sup> day of February 2025.

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Richard E. Hines, Mayor

ATTEST:

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Donald Harvey, Town Clerk



**WINTERVILLE TOWN COUNCIL  
THURSDAY, DECEMBER 12, 2024 – 5:30 PM  
REGULAR MEETING MINUTES**

The Winterville Town Council met in a Regular Meeting on the above date at 5:30 PM in the Town Hall Assembly Room, with Mayor Richard E. Hines presiding. The following were present:

Richard E. Hines, Mayor  
Brandy Harrell, Mayor Pro Tem  
Shantel Hawkins, Councilwoman  
Johnny Moye, Councilman  
Veronica W. Roberson, Councilwoman  
Lisa Smith, Councilwoman  
Keen Lassiter, Town Attorney  
Terri L. Parker, Town Manager (by phone)  
Anthony Bowers, Assistant Town Manager  
Donald Harvey, Town Clerk

**CALL TO ORDER:** Mayor Hines called the meeting to order.

**ROLL CALL:** All Present.

**APPROVAL OF AGENDA:**

**Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Harrell to approve the agenda. Motion carried unanimously, 5-0.**

**ITEMS FOR DISCUSSION:**

Town Attorney Lassiter: Discussion of contract to purchase real property, Happy Trails Farms, LLC; Parcel; #24482; 10.96 Acres.

Town Attorney Lassiter updated Council on the matter stating that at the November Town meeting in Closed Session, Assistant Town Manager Bowers provided Council with information about the Town purchasing 10.96 acres, located adjacent to the Town Operation Center. The purchase price for this tract is \$827,480.00. At the November meeting while in Closed Session, the Council indicated its willingness to contract with the owner of this land under these terms. Earlier this week at the December meeting, the Council approved a budget amendment to provide the funds to purchase this tract. After the November meeting, I met with the owner of the tract to discuss drafting an Offer to Purchase. He indicated that he would likely want to close on the purchase of the land to the Town in the spring or summer of 2025. However, he also told me that he may want to sell the land to the Town in mid-December 2024. I asked him to let me know as soon as possible if he would want to close in December as that I would need time to draft the Offer to Purchase and prepare for the closing. In late November and early December, I began to draft the Offer to Purchase and to perform the title examination on the tract. However, earlier today the Seller contacted me and stated that he would like to close on the

property before Christmas. I will be able to complete the title exam and conduct the closing within that time frame. However, I did not bring the Offer to Purchase to the December meeting for the Council's approval as that I did not know the Seller wanted to close in December until this morning.

**Motion made by Mayor Pro Tem Moye and seconded by Councilwoman Smith to authorize the Mayor to sign the Offer to Purchase and Contract with Happy Trails Farms, LLC. for Parcel #24482; 10.96 Acres for \$827,480.00. Motion carried unanimously, 5-0.**

**Motion made by Councilwoman Smith and seconded by Councilwoman Harrell to authorize the Mayor to sign the Closing Documents with Happy Trails Farms, LLC. for Parcel #24482; 10.96 Acres for \$827,480.00. Motion carried unanimously, 5-0.**

**ADJOURN:**

**Motion made by Councilwoman Roberson and seconded by Mayor Pro Tem Moye to adjourn the meeting. Motion carried unanimously, 5-0. Meeting adjourned at 5:39 pm.**

Adopted this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Budget Amendment 2024-2025-6.

**Action Requested:** Approval of Budget Amendment.

**Attachment:** Budget Amendment.

**Prepared By:** Jessica Manning, Finance Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

This is the sixth budget amendment for the 2024-2025 Fiscal Year.

This budget amendment addresses the need to increase the budget by \$57,715 for the use of Asset Forfeiture Funds to purchase a Police vehicle in the amount of \$49,600 and to cover the vehicle upfit in the amount of \$8,115 for the Police Department.

**Budgetary Impact:** The total budget amendment will increase the budget in the amount of \$57,715.

**Recommendation:** Staff recommends Council approve the amendment.

**BUDGET ORDINANCE AMENDMENT 24-25-6**

BE IT ORDAINED by the Governing Board of the Town of Winterville, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

**SECTION 1. Revenues are to be changed as follows:**

LINE ITEM DESCRIPTION	Fund	Account	Increase	Decrease
Fund Balance Appropriation	General	10-0000-00	3831 \$ 57,715	
<b>Total</b>			<b>\$ 57,715</b>	<b>\$ -</b>

**SECTION 2. Appropriations are to be changed as follows:**

LINE ITEM DESCRIPTION	Fund	Department	Account	Increase	Decrease
Authorized Forfeiture Allocation	General	Police	10-4310-00	4263 \$ 57,715	
<b>Total</b>				<b>\$ 57,715</b>	<b>\$ -</b>

Adopted the 10th day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

\_\_\_\_\_  
Donald Harvey, Town Clerk





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Vision Zero Task Force.

**Action Requested:** Approve the establishment of the Vision Zero Task Force with recommended members.

**Attachment:** None.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

The Town adopted their Vision Zero Resolution on November 14, 2022. That resolution requires us to develop an advisory committee, to help identify problems and provide solutions. The people recommended for the Committee are strategically selected as most of them are subject matter experts and are involved in the community. They will be tasked with developing an action plan for the Town.

Organization	Proposed initial representative	Contribution towards goal
Town administration	Anthony Bowers	Overall financial and strategic direction.
Town Council	Ricky Hines	Liaison for town leadership.
Police	Chris Williams	Knowledge of roadway injuries and safety issues.
Fire	David Moore	Fire has historically given out bike helmets and hosted bike rodeos.
MPO	Jeff Rashko	High-level regional perspective.
NC DOT	Len White or Jim Evans	DOT manages most of our highest speed, highest injury corridors.
Business Development	Mark Smith	Chairman of Council Commissions; politically and socially connected and Manages NC Driving School.
Schools	Lavetta Roundtree or William Dent	Both from WH Robinson, they are enthusiastic supporters.
Faith community	James Godfrey Jones; or Damon Thomas	Church perspective, including minority church representation.
Community at large	Tony Parker or Dave Manning	Enthusiastic local cyclists who organize weekly Winterville bike rides and are well-connected across the community both in Winterville and Greenville.
Safe Routes to School	Kat Dale	Coalition builder and Safe Streets advocate.

**Budgetary Impact:** None.

**Recommendation:** Approve the establishment of the Vision Zero Task Force with recommended members.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Neal Rezoning.

**Action Requested:** Schedule Public Hearing for March 10, 2025.

**Attachment:** Rezoning Application(s); Rezoning Map; Legal Description; and Staff Report.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

**Applicant:** Thomas Engineering (John Thomas).

**Location:** On Old Tar Road - southeast of Old Tar and Laurie Ellis Road intersection.

**Parcel Numbers:** 25801.

**Site Data:** 45.81 Acres.

**Current Zoning District:** Agricultural Residential (AR).

**Proposed Zoning District:** R-10 Conditional District (CD): Condition is that A minimum of 10% of the development will remain open for passive recreation space.

**Comprehensive Plan/Future Land Use Plan Character Area:** Suburban Residential Character Area.

**Staff Analysis:**

The 46.98-acre property is currently vacant and farmed land. The surrounding uses are dominated by single-family detached homes and agricultural land. The Comprehensive Land Use Plan designates this area as "Suburban Residential Character Area" and supports an R 10 Rezoning with the condition that a minimum of 10% of the land is to remain "open space".

Therefore, the rezoning request is consistent with the intent and purpose of the Comprehensive Land Use Plan, the Future Land Use Map and is compatible with the existing development and trends in the surrounding area.

Please review the attached documents, staff report, Comprehensive Land Use Plan, and Zoning Ordinance for more detail and information on the proposal.

**Budgetary Impact:** TBD.

**Recommendation:** Schedule Public Hearing for March 10, 2025.



**REZONING APPLICATION  
TOWN OF WINTERVILLE**

2571 Railroad Steet  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

**Staff Use Only**  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: Joan Abernathy Neal

Address: 750 Hermatige Road, Manakin Sabot, VA 23103

Phone #: \_\_\_\_\_

Owner: Joan Abernathy Neal

Address: 750 Hermatige Road, Manakin Sabot, VA 23103

Phone #: \_\_\_\_\_

**PROPERTY INFORMATION**

Parcel #: 25801 Area (square feet or acres): 45.81 Acres

Current Land Use: Woods Land

Location of Property: East side of Old Tar Road, Southeast of Laurie Ellis Road & Old Tar Road Intersection

**ZONING REQUEST**

Existing Zoning: AR (Agricultural-Residential) Requested Zoning: R-10 Conditional Use

Reason for zoning change: To facilitate the development of a single family residential neighborhood in compliance with the Town of Winterville Comprehensive Land Use Plan with densities of 1-3 units per acre. The Land Use Plan identifies this area as "Suburban Residential". This request is for an R-10 Conditional Use to include a minimum 10% of open space for passive recreation.

\_\_\_\_\_  
\_\_\_\_\_

**This application shall be accompanied by the following items:**

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.

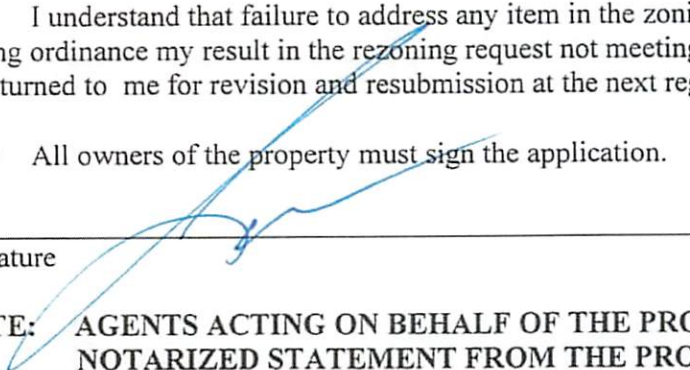
**OWNER/AGENT STATEMENT**

I, John G. Thomas (Agent), being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for January / 21 / 2025.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance may result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

- All owners of the property must sign the application.

Signature



Date

12/30/2024

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

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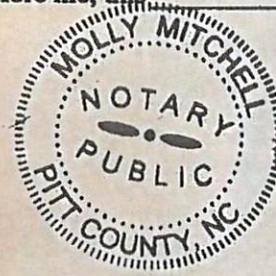
- All owners of the property must sign the application.

I, Christopher J. Hahn, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

*COH*  
Signature

04 JAN 25  
Date

Sworn to and subscribed before me, this 4th day of January, 2025.



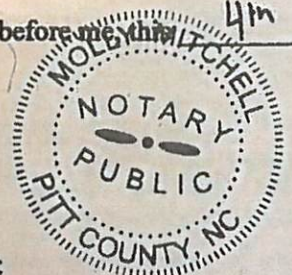
Molly Mitchell  
Notary Public

My Commission Expires:  
03-03-2029

I, Amy Hahn, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

Amy Hahn Signature 1-4-25 Date

Sworn to and subscribed before me this 4<sup>th</sup> day of January, 2025.



Molly Mitchell  
Notary Public

My Commission Expires:  
03-03-2029

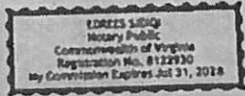
I, Polk M. Neal, Jr. & Joan Abernathy Neal<sup>ES</sup> being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

Joan Abernathy Neal Signature      JG Thomas      12/31/24 Date

Sworn to and subscribed before me, this 31<sup>st</sup> day of December, 2024.

[Signature]  
Notary Public      Edrees Sidqi

My Commission Expires: 07/31/2028



I, Jane Abernathy Hahn, being the Owner of the property described

do hereby authorize John G. Thomas as agent for the purpose of this

application.

Jane Abernathy Hahn  
Signature

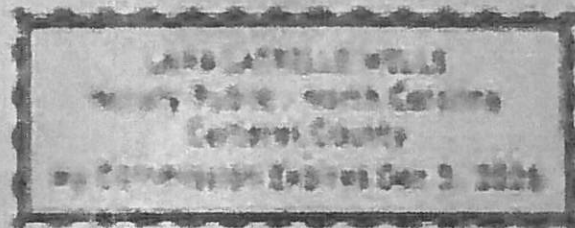
12/31/24  
Date

Sworn to and subscribed before me, this 31 day of December, 2024.

Lana Lohm Willis  
Notary Public

My Commission Expires:

12/5/2024





I, Jerome Walker, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

Signature *Jerome Walker* Date 12/30/2024

Sworn to and subscribed before me, this 30<sup>th</sup> day of DECEMBER, 2024.

*Don J. Walker*  
Notary Public



My Commission Expires:

3/23/2026

I, Barbara W. Walker, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

Barbara W. Walker 12/30/2024  
Signature Date

Sworn to and subscribed before me, this 30<sup>th</sup> day of DECEMBER, 2024.

Debra J. Walker  
Notary Public



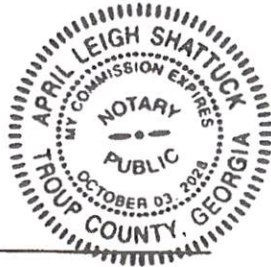
My Commission Expires:

3/23/2026

I, Laura W. Holley, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

Laura W. Holley 1/4/25  
Signature Date

Sworn to and subscribed before me, this 4th day of January, 2015.



April Shattuck  
Notary Public


My Commission Expires:


10/03/2028

I, William E. Hahn, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

William Edward Hahn 01/03/2025  
Signature Date

Sworn to and subscribed before me, this 3rd day of January, 2025.

  
Notary Public

	Nandi Turner ID NUMBER 13248911-2 COMMISSION EXPIRES May 7, 2028
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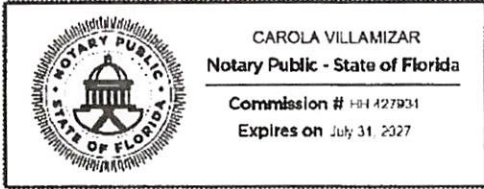
My Commission Expires:  
05/07/2028

Electronically signed and notarized online using the Proof platform.

I, Armstrong Family Trust, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

John Patrick Armstrong 12/30/2024  
Signature Date

Sworn to and subscribed before me, this 30th day of December, 2024.



Carola Villamizar  
Notary Public

My Commission Expires: 07/31/2027  
Notarized remotely online using communication technology via Proof.

I, Walter Louis Roth III, being the Owner of the property described herein, do hereby authorize John G Thomas as agent for the purpose of this application.

Walter Louis Roth

Signature

12/31/2024

Date

Sworn to and subscribed before me, this 31st Day of December 2024.

Echard bien - aime

Notary Public

My Commission Expires:

07/14/2025

Notarized remotely online using communication technology via Proof.

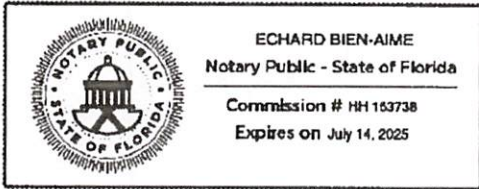
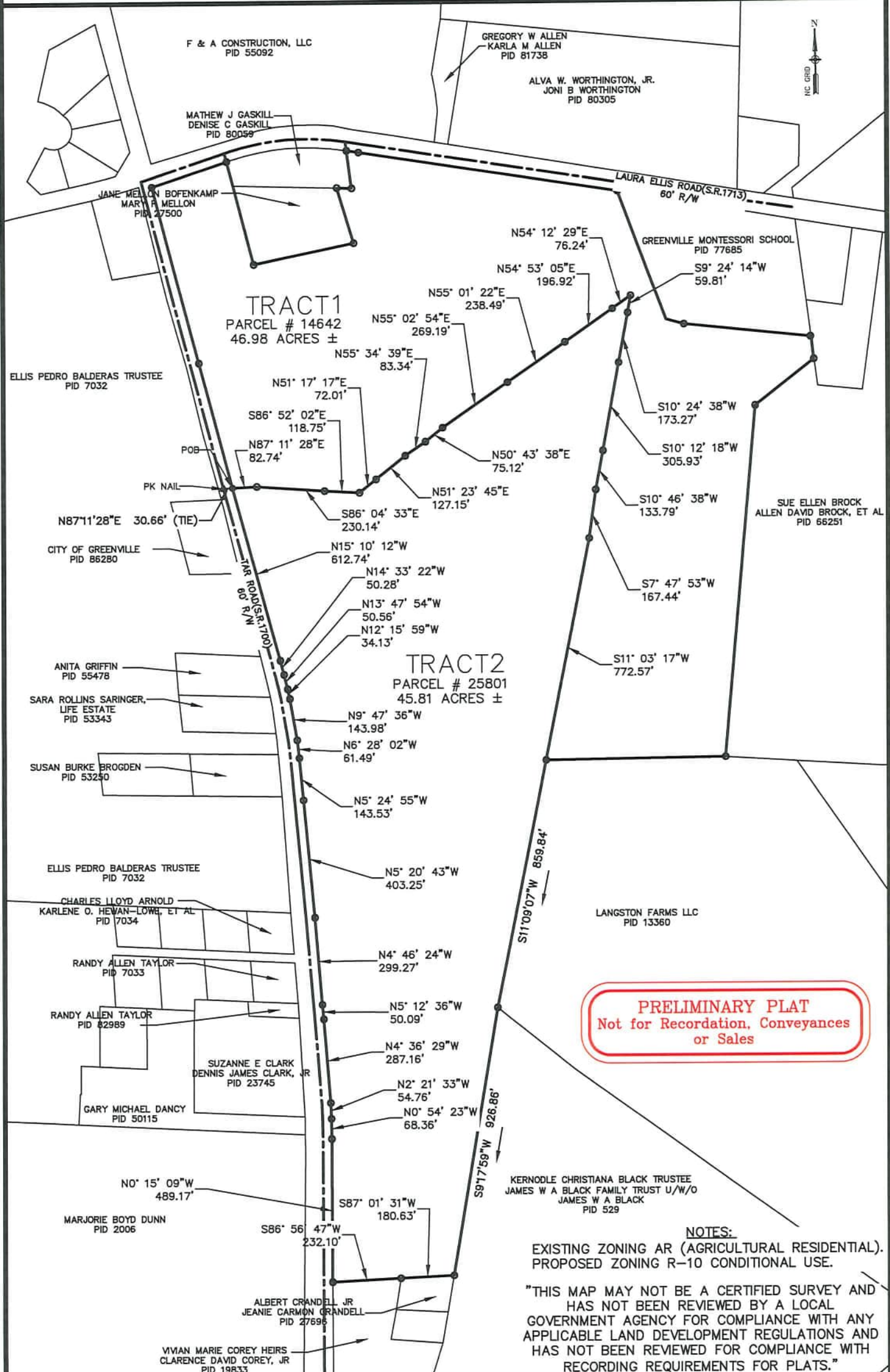


Exhibit "B" Parcel# 25801



**PRELIMINARY PLAT**  
 Not for Recordation, Conveyances  
 or Sales

**NOTES:**  
 EXISTING ZONING AR (AGRICULTURAL RESIDENTIAL).  
 PROPOSED ZONING R-10 CONDITIONAL USE.

"THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS."



Exhibit "A"  
Legal Description  
Winterville, Pitt County, North Carolina  
PARCEL 25801

All that certain lot or parcel of land situate and being in Winterville Township, Pitt County, North Carolina and more particularly described as follows;

Beginning at a Point, Said Point being the southwestern most corner of Tract 3 as shown on that certain plat entitled "Survey for James D. Mellon and wife Margaret Ann Mellon Harris" dated April 7, 1995, as recorded in Map Book 45, Page 156 in the Pitt County Register of Deeds and being located in the Eastern right-of-way line of Tar Road, said point also being located a tie bearing and distance of North 87 degrees 11 minutes 28 seconds East for a distance of 30.66 feet from an existing PK Nail located in the centerline of Tar Road to the Point of Beginning;

Thence, from Said Point of Beginning North 87 degrees 11 minutes 28 seconds East for a distance of 82.74 feet to a point;

Thence, South 86 degrees 04 minutes 33 seconds East for a distance of 230.14 feet to a point;

Thence, South 86 degrees 52 minutes 02 seconds East for a distance of 118.75 feet to a point;

Thence, North 51 degrees 17 minutes 17 seconds East for a distance of 72.01 feet to a point;

Thence, North 51 degrees 23 minutes 45 seconds East for a distance of 127.15 feet to a point;

Thence, North 55 degrees 34 minutes 39 seconds East for a distance of 83.34 feet to a point;

Thence, North 50 degrees 43 minutes 38 seconds East for a distance of 75.12 feet to a point;

Thence, North 55 degrees 02 minutes 54 seconds East for a distance of 269.19 feet to a point;

Thence, North 55 degrees 01 minutes 22 seconds East for a distance of 238.49 feet to a point;

Thence, North 54 degrees 53 minutes 05 seconds East for a distance of 196.92 feet to a point;

Thence, North 54 degrees 12 minutes 29 seconds East for a distance of 76.24 feet to a point;

Thence, South 09 degrees 24 minutes 14 seconds West for a distance of 59.81 feet to a point;

Thence, South 10 degrees 24 minutes 38 seconds West for a distance of 173.27 feet to a point;

Thence, South 10 degrees 12 minutes 18 seconds West for a distance of 305.93 feet to a point;

Thence, South 10 degrees 46 minutes 38 seconds West for a distance of 133.79 feet to a point;



Thence, South 07 degrees 47 minutes 53 seconds West for a distance of 167.44 feet to a point;  
Thence, South 11 degrees 03 minutes 17 seconds West for a distance of 772.57 feet to a point;  
Thence, South 11 degrees 09 minutes 07 seconds West for a distance of 859.84 feet to a point;  
Thence, South 09 degrees 17 minutes 59 seconds West for a distance of 926.86 feet to a point;  
Thence, South 87 degrees 01 minutes 31 seconds West for a distance of 180.63 feet to a point;  
Thence, South 86 degrees 56 minutes 47 seconds West for a distance of 232.10 feet to a point in the Eastern right-of way line of Tar Road (S.R. 1700);  
Thence, along and with the Eastern right-of-way line of Tar Road North 00 degrees 15 minutes 09 seconds West for a distance of 489.17 feet to a point;  
Thence, North 00 degrees 54 minutes 23 seconds West for a distance of 68.36 feet to a point;  
Thence, North 02 degrees 21 minutes 33 seconds West for a distance of 54.76 feet to a point;  
Thence, North 04 degrees 36 minutes 29 seconds West for a distance of 287.16 feet to a point;  
Thence, North 05 degrees 12 minutes 36 seconds West for a distance of 50.09 feet to a point;  
Thence, North 04 degrees 46 minutes 24 seconds West for a distance of 299.27 feet to a point;  
Thence, North 05 degrees 20 minutes 43 seconds West for a distance of 403.25 feet to a point;  
Thence, North 05 degrees 24 minutes 55 seconds West for a distance of 143.53 feet to a point;  
Thence, North 06 degrees 28 minutes 02 seconds West for a distance of 61.49 feet to a point;  
Thence, North 09 degrees 47 minutes 36 seconds West for a distance of 143.98 feet to a point;  
Thence, North 12 degrees 15 minutes 59 seconds West for a distance of 34.13 feet to a point;  
Thence, North 13 degrees 47 minutes 54 seconds West for a distance of 50.56 feet to a point;  
Thence, North 14 degrees 33 minutes 22 seconds West for a distance of 50.28 feet to a point;  
Thence, North 15 degrees 10 minutes 12 seconds West for a distance of 612.74 feet to the Point of Beginning.

Containing 45.81 acres, more or less.

Together with and subject to all covenants, easements, and restrictions of record.

End of Legal Description



**Town of Winterville Planning Department  
Zoning Staff Report  
Neal Rezoning and Mellon Rezoning.**

**GENERAL INFORMATION**

<b>APPLICANT</b>	John Thomas (applicant and agent on behalf of the owners)
<b>HEARING TYPE</b>	Rezoning Request
<b>REQUEST</b>	R-10 Conditional District (CD)
<b>CONDITIONS</b>	A minimum of 10% of the development will remain open for passive recreation space.
<b>LOCATION</b>	Southeastern Corner of Old Tar Rd and Laurie Ellis Rd.
<b>PARCEL ID NUMBER(S)</b>	25801 & 14642.
<b>PUBLIC NOTIFICATION</b>	Adjacent property owners were mailed notification of the rezoning request & P&Z meeting on 1/9/25. Notification was posted on site on 1/9/25. 39 properties were mailed notification.
<b>TRACT SIZE</b>	Parcel Number 25801 is 45.81 acres; Parcel number 14642 contains 46.98 acres. <b>Entire site contains 92.79 +/- acres</b>
<b>TOPOGRAPHY</b>	Flat
<b>VEGETATION</b>	Wooded and Agricultural Land.

**SITE DATA**

<b>EXISTING USE</b>	Vacant/ Wooded/Agricultural Uses.
---------------------	-----------------------------------

<b>ADJACENT PROPERTY</b>	<b>ZONING</b>	<b>ADJACENT LAND USE</b>
N	Laurie Ellis Road is directly to the north, on the north side of Laurie Ellis Road, contains the following adjacent Zoning Districts: CN (Neighborhood Commercial) and AR (Agricultural Residential).	Vacant Agricultural Land north of Laurie Ellis Road.
W	Old Tar Road is directly to the west of this property, on the western side of Laurie Ellis Road, contains the following Zoning Districts: AR (Agricultural Residential).	Single Family Residential and Vacant agricultural land.



E	AR (Agricultural Residential). & Pitt County's "Rural Residential".	Private School, Events Venue, and vacant agricultural land.
S	Pitt County's "Rural Residential".	Single Family Residential,

**ZONING DISTRICT STANDARDS**

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	<b>A-R</b>	<b>R-10 CD.</b>
MAX DENSITY	TBD - AR allows for 20,000sf minimum residential lots.	TBD- R-10 Allows for 10,000sf minimum residential lots.
TYPICAL USES	AR- Low density residential, agricultural uses, etc.	R-10- medium density residential/single-family detached.

**SPECIAL INFORMATION**

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site Plan / Construction Plan required.

\*\*These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

**LANDSCAPING & BUFFER REQUIREMENTS**

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

**TRANSPORTATION**

STREET CLASSIFICATION	Old Tar Road – NCDOT Street- Minor Thoroughfare. Laurie Ellis Roan – NCDOT Street- Minor Thoroughfare.
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SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Latest Traffic count on Old Tar Road, in front of this site 3100 AADT (2022); Latest Traffic count on Laurie Ellis Rd, near site (just to the east) 1200 AADT (2022).
Level Of Service (Transportation Analysis) Current= 2016 Study; Future= 2045 Projection.  * LOS is rated from A-F: A is the best, F the worst.  * Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities.	Old Tar Road Existing Grade- A Old Tar Road Future Grade- A.  Laurie Ellis Road Existing Grade- Very Low A. Laurie Ellis Road Future Grade- Very Low A.
TRIP GENERATION	TBD.
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed R-10 with a condition in which 10% of the site is to remain open-space, for passive recreation meet the current development trends within the area and match the Comprehensive Land Use Plan's recommendation for this area. The property is in an area that is receiving significant interest from residential developers.

### **Town of Winterville Comprehensive Land Use Plan Policies**

The Future Land Use Map designates this property as a suburban residential character area. The Suburban Residential Character area is described as "primarily the large lot, single family detached residential that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes are occasionally appropriate if minimum standards for open space and amenities are exceeded."



## **Comprehensive Land Use Plans - Recommendations & Implementation**

### **Suburban Residential - General Character:**

1. General Character: Large lot, low density single family residential was identified by the community as a land use type that was appropriate and valued in many locations. This flexible land use type is appropriate for many area of the planning area and will likely be served by Town Utilities.
2. Uses: Primarily Single Family Detached Residential with sewer services.
3. Potential Zones:
  - Typically: R-20, R-15, R 12.5.
  - R-10 or R-8 are potential zones if addition open space or amenities are provided.
    - Additional Open Space, containing of passive recreation, trails, playgrounds, amenity centers, fields, and greens are categorized as at least 10% of the overall space which is to be dedicated as open space/amenities.
    -

### **Comprehensive Plan and Land Use - Recommendation:**

- **Maintain and improve neighborhood character:**
  - Encourage Open Space and amenities in new developments.
- **Reinforce the Town's Identity as a family-friendly community:**
  - Support rezoning to residential uses in the Suburban Residential and Urban Neighborhood areas as identified on the future land use map.

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## **STAFF ANALYSIS AND RECOMMENDATION**

### **Community Outreach**

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.

### **Staff Analysis**

The 92.79-acre property is currently vacant. The surrounding properties are mostly vacant, agricultural land, with some rural residential homes. The proposed R-10 CD rezoning is consistent with the development trends in the area and is consistent with the Comprehensive Land Use Plan.



**Staff Recommendation**

Staff recommends **approval** of the rezoning request from A-R to R-10 CD with the condition that requires 10% of the site to remain open space, upon development.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Stephen Penn, Planning and Economic Development Director

**Item to be Considered**

**Subject:** Mellon Rezoning.

**Action Requested:** Schedule Public Hearing for March 10, 2025.

**Attachment:** Rezoning Application(s); Rezoning Map; Metes and Bounds Description; Staff Report.

**Prepared By:** Stephen Penn, Planning and Economic Development Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

**Applicant:** Thomas Engineering (John Thomas).

**Location:** Southeastern Corner of Old Tar Rd and Laurie Ellis Rd.

**Parcel Numbers:** 14642.

**Site Data:** 46.98 Acres.

**Current Zoning District:** Agricultural Residential (AR).

**Proposed Zoning District:** R-10 Conditional District (CD): Condition is that A minimum of 10% of the development will remain open for passive recreation space.

**Comprehensive Plan/Future Land Use Plan Character Area:** Suburban Residential Character Area.

**Staff Analysis:**

The 46.98-acre property is currently vacant and farmed land. The surrounding uses are dominated by single-family detached homes and agricultural land. The Comprehensive Land Use Plan designates this area as "Suburban Residential Character Area" and supports an R 10 Rezoning with the condition that a minimum of 10% of the land is to remain "open space".

Therefore, the rezoning request is consistent with the intent and purpose of the Comprehensive Land Use Plan, the Future Land Use Map and is compatible with the existing development and trends in the surrounding area.

Please review the attached documents, staff report, Comprehensive Land Use Plan, and Zoning Ordinance for more detail and information on the proposal.

**Budgetary Impact:** TBD.

**Recommendation:** Schedule Public Hearing for March 10, 2025.



**REZONING APPLICATION  
TOWN OF WINTERVILLE**  
2571 Railroad Steet  
P O Box 1459  
Winterville, NC 28590  
Phone: (252) 756-2221

**Staff Use Only**  
Appl. # \_\_\_\_\_

**OWNERSHIP INFORMATION:**

Applicant: Jane Mellon Bofenkamp & Mary F. Mellon

Address: P. O. Box 1827, Wake Forest, NC 27588

Phone #: \_\_\_\_\_

Owner: Jane Mellon Bofenkamp & Mary F. Mellon

Address: P. O. Box 1827, Wake Forest, NC 27588

Phone #: \_\_\_\_\_

**PROPERTY INFORMATION**

Parcel #: 14642 Area (square feet or acres): 46.98 Acres

Current Land Use: Mixed Farm Land and Woods Land

Location of Property: Southeast Corner of Laurie Ellis Road & Old Tar Road

**ZONING REQUEST**

Existing Zoning: AR (Agricultural-Residential) Requested Zoning: R-10 Conditional Use

Reason for zoning change: To facilitate the development of a single family residential neighborhood in compliance with the Town of Winterville Comprehensive Land Use Plan with densities of 1-3 units per acre. The Land Use Plan identifies this area as "Suburban Residential". This request is for an R-10 Conditional Use to include a minimum 10% of open space for passive recreation.

\_\_\_\_\_  
\_\_\_\_\_

**This application shall be accompanied by the following items:**

- A map drawn to a scale of not less than 400 feet to the inch and not more than 20 feet to the inch showing the land covered by the proposed amendment;
- A legal description of the property;
- A list of the names and addresses of all owners of property involved in the map change and all adjoining property owners as shown on County tax records;
- A filing fee according to a regularly adopted Fee Schedule of the Town.



**OWNER/AGENT STATEMENT**

I, John G. Thomas (Agent), being the Owner or Agent (if Agent, complete section below) request that the attached rezoning request be placed on the agenda of the Planning and Zoning Board meeting scheduled for January / 21 / 2025.

I understand that failure to address any item in the zoning amendment application requirements of the zoning ordinance may result in the rezoning request not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

- All owners of the property must sign the application.

Signature

Date

12/30/2024

**NOTE: AGENTS ACTING ON BEHALF OF THE PROPERTY OWNER MUST HAVE A NOTARIZED STATEMENT FROM THE PROPERTY OWNER GIVING THEM THE AUTHORITY TO ACT ON THE OWNER'S BEHALF.**

- All owners of the property must sign the application.

I, Janice Mellon Bofenkamp s/b Jane Mellon Bofenkamp, being the Owner of the property described herein, do hereby authorize John G. Thomas as agent for the purpose of this application.

Signature Janice Mellon Bofenkamp s/b Jane Mellon Bofenkamp

Date

26 Dec 24

Sworn to and subscribed before me, this 26 day of Dec, 2024.

Tammie Schreiber  
Notary Public

My Commission Expires:

12-05-2029

Tammie Schreiber  
Notary Public  
Wake County, NC

For Domestic shipments, the maximum weight is 70 lbs. For international shipments, the maximum weight is 15 lbs.

I, Mary F Mellon, being the Owner of the property described herein,  
do hereby authorize John G. Thomas as agent for the purpose of this  
application.

Mary F Mellon Date 12/30/24  
Signature

Sworn to and subscribed before me, this 30th day of December, 2024.



My Commission Expires: 9-22-2029  
Clara I. Vicente Garcia  
Notary Public

I, \_\_\_\_\_, being the Owner of the property described herein,  
do hereby authorize \_\_\_\_\_ as agent for the purpose of this  
application.

\_\_\_\_\_  
Signature Date

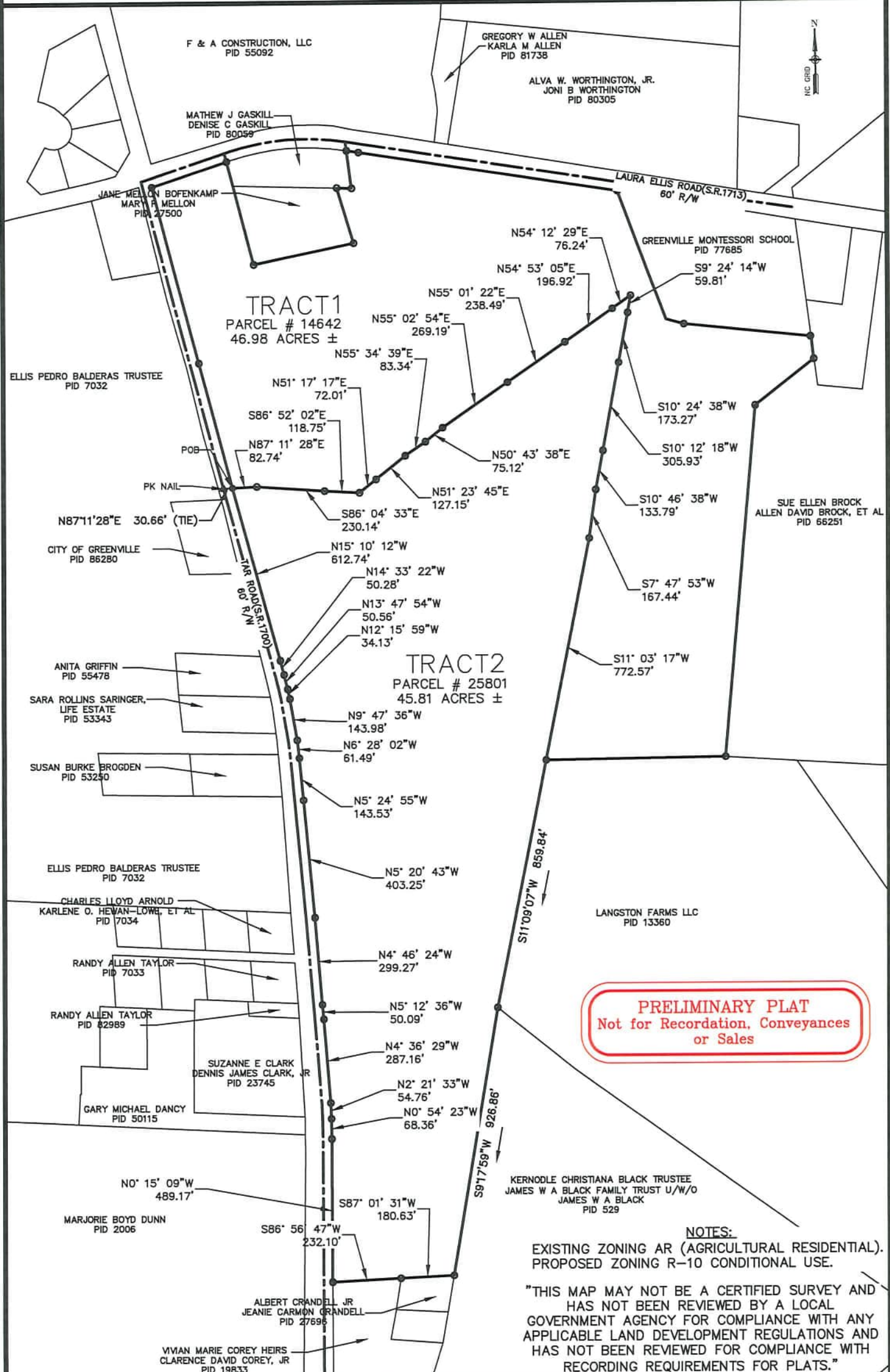
Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_

Vertical text on the left margin: "The maximum weight is 20 lbs. For international shipments, the maximum weight is 10 lbs."

Exhibit "B" Parcel# 25801



**PRELIMINARY PLAT**  
 Not for Recordation, Conveyances  
 or Sales

**NOTES:**  
 EXISTING ZONING AR (AGRICULTURAL RESIDENTIAL).  
 PROPOSED ZONING R-10 CONDITIONAL USE.

"THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS."

GRAPHIC SCALE: 1" = 400'  
 (PRINTED AS 8.5" X 14" LEGAL ONLY)



Exhibit "A"  
Legal Description  
Winterville, Pitt County, North Carolina  
PARCEL 14642

All that certain lot or parcel of land situate and being in Winterville Township, Pitt County, North Carolina and more particularly described as follows;

Beginning at a Point, Said Point being the southwestern most corner of Tract 3 as shown on that certain plat entitled "Survey for James D. Mellon and wife Margaret Ann Mellon Harris" dated April 7, 1995, as recorded in Map Book 45, Page 156 in the Pitt County Register of Deeds and being located in the Eastern right-of-way line of Tar Road, said point also being located a tie bearing and distance of North 87 degrees 11 minutes 28 seconds East for a distance of 30.66 feet from an existing PK Nail located in the centerline of Tar Road to the Point of Beginning;

Thence, from said Point of Beginning along and with the Eastern right-of-way line of Tar Road (S.R. 1700) North 14 degrees 45 minutes 04 seconds West for a distance of 441.16 feet to a point;

Thence, North 14 degrees 36 minutes 41 seconds West for a distance of 621.73 feet to a point in the intersection of the Eastern right-of-way line of Tar Road and the Southern right-of-way line of Laura Ellis Road (S.R. 1713);

Thence, along and with the Southern right-of-way line of Laura Ellis Road North 71 degrees 11 minutes 56 seconds East for a distance of 267.76 feet to a point;

Thence, cornering South 14 degrees 32 minutes 08 seconds East for a distance of 361.75 feet to a point;

Thence, North 78 degrees 16 minutes 32 seconds East for a distance of 346.54 feet to a point;

Thence, North 16 degrees 48 minutes 57 seconds West for a distance of 195.54 feet to a point;

Thence, South 88 degrees 31 minutes 00 seconds East for a distance of 50.03 feet to a point;

Thence, North 07 degrees 27 minutes 58 seconds West for a distance of 130.18 feet to a point in the Southern right-of-way line of Laura Ellis Road;

Thence, along and with the Southern right-of-way line of Laura Ellis Road South 81 degrees 18 minutes 12 seconds East for a distance of 41.20 feet to a point;

Thence, South 81 degrees 02 minutes 18 seconds East for a distance of 888.47 feet to a point;

Thence, cornering South 20 degrees 23 minutes 28 seconds East for a distance of 467.17 feet to a point;

Thence, South 74 degrees 22 minutes 11 seconds East for a distance of 62.76 feet to a point;

Thence, South 83 degrees 56 minutes 04 seconds East for a distance of 431.41 feet to a point;

Thence, South 07 degrees 50 minutes 48 seconds East for a distance of 78.13 feet to a point;

Thence, South 51 degrees 33 minutes 42 seconds West for a distance of 253.96 feet to a point;  
Thence, South 04 degrees 58 minutes 06 seconds West for a distance of 1202.13 feet to a point;  
Thence, South 89 degrees 13 minutes 21 seconds West for a distance of 608.07 feet to a point;  
Thence, North 11 degrees 03 minutes 17 seconds East for a distance of 772.57 feet to a point;  
Thence, North 07 degrees 47 minutes 53 seconds East for a distance of 167.44 feet to a point;  
Thence, North 10 degrees 46 minutes 38 seconds East for a distance of 133.79 feet to a point;  
Thence, North 10 degrees 12 minutes 18 seconds East for a distance of 305.93 feet to a point;  
Thence, North 10 degrees 24 minutes 38 seconds East for a distance of 173.27 feet to a point;  
Thence, North 09 degrees 24 minutes 14 seconds East for a distance of 59.81 feet to a point;  
Thence, South 54 degrees 12 minutes 29 seconds West for a distance of 76.24 feet to a point;  
Thence, South 54 degrees 53 minutes 05 seconds West for a distance of 196.92 feet to a point;  
Thence, South 55 degrees 01 minutes 22 seconds West for a distance of 238.49 feet to a point;  
Thence, South 55 degrees 02 minutes 54 seconds West for a distance of 269.19 feet to a point;  
Thence, South 50 degrees 43 minutes 38 seconds West for a distance of 75.12 feet to a point;  
Thence, South 55 degrees 34 minutes 39 seconds West for a distance of 83.34 feet to a point;  
Thence, South 51 degrees 23 minutes 45 seconds West for a distance of 127.15 feet to a point;  
Thence, South 51 degrees 17 minutes 17 seconds West for a distance of 72.01 feet to a point;  
Thence, North 86 degrees 52 minutes 02 seconds West for a distance of 118.75 feet to a point;  
Thence, North 86 degrees 04 minutes 33 seconds West for a distance of 230.14 feet to a point;  
Thence, South 87 degrees 11 minutes 28 seconds West for a distance of 82.74 feet to the Point of Beginning;

Containing 46.98 acres, more or less.

Together with and subject to all covenants, easements, and restrictions of record.

End of Legal Description



**Town of Winterville Planning Department  
Zoning Staff Report  
Neal Rezoning and Mellon Rezoning.**

**GENERAL INFORMATION**

<b>APPLICANT</b>	John Thomas (applicant and agent on behalf of the owners)
<b>HEARING TYPE</b>	Rezoning Request
<b>REQUEST</b>	R-10 Conditional District (CD)
<b>CONDITIONS</b>	A minimum of 10% of the development will remain open for passive recreation space.
<b>LOCATION</b>	Southeastern Corner of Old Tar Rd and Laurie Ellis Rd.
<b>PARCEL ID NUMBER(S)</b>	25801 & 14642.
<b>PUBLIC NOTIFICATION</b>	Adjacent property owners were mailed notification of the rezoning request & P&Z meeting on 1/9/25. Notification was posted on site on 1/9/25. 39 properties were mailed notification.
<b>TRACT SIZE</b>	Parcel Number 25801 is 45.81 acres; Parcel number 14642 contains 46.98 acres. <b>Entire site contains 92.79 +/- acres</b>
<b>TOPOGRAPHY</b>	Flat
<b>VEGETATION</b>	Wooded and Agricultural Land.

**SITE DATA**

<b>EXISTING USE</b>	Vacant/ Wooded/Agricultural Uses.
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<b>ADJACENT PROPERTY</b>	<b>ZONING</b>	<b>ADJACENT LAND USE</b>
N	Laurie Ellis Road is directly to the north, on the north side of Laurie Ellis Road, contains the following adjacent Zoning Districts: CN (Neighborhood Commercial) and AR (Agricultural Residential).	Vacant Agricultural Land north of Laurie Ellis Road.
W	Old Tar Road is directly to the west of this property, on the western side of Laurie Ellis Road, contains the following Zoning Districts: AR (Agricultural Residential).	Single Family Residential and Vacant agricultural land.



E	AR (Agricultural Residential). & Pitt County's "Rural Residential".	Private School, Events Venue, and vacant agricultural land.
S	Pitt County's "Rural Residential".	Single Family Residential,

**ZONING DISTRICT STANDARDS**

DISTRICT SUMMARIES	EXISTING	REQUESTED
ZONING DISTRICT DESIGNATION	<b>A-R</b>	<b>R-10 CD.</b>
MAX DENSITY	TBD - AR allows for 20,000sf minimum residential lots.	TBD- R-10 Allows for 10,000sf minimum residential lots.
TYPICAL USES	AR- Low density residential, agricultural uses, etc.	R-10- medium density residential/single-family detached.

**SPECIAL INFORMATION**

OVERLAY DISTRICT	N/A
ENVIRONMENTAL / SOILS	N/A
FLOODPLAIN	N/A
STREAMS	N/A
OTHER	If >1 acre is disturbed, site must meet Phase 2 stormwater requirements and provide Soil Erosion and Sedimentation Control Permit
SITE PLAN REQUIREMENTS	Site Plan / Construction Plan required.

\*\*These regulations may not reflect all requirements for all situations. See the Town of Winterville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.

**LANDSCAPING & BUFFER REQUIREMENTS**

Development must meet requirements of the Zoning Ordinance (Article X-A. Vegetation and Buffering Requirements).

**TRANSPORTATION**

STREET CLASSIFICATION	Old Tar Road – NCDOT Street- Minor Thoroughfare. Laurie Ellis Roan – NCDOT Street- Minor Thoroughfare.
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SITE ACCESS	All access must be designed and constructed to meet the Town of Winterville / NCDOT standards.
TRAFFIC COUNTS (per NCDOT Annual Average Daily Traffic Map)	Latest Traffic count on Old Tar Road, in front of this site 3100 AADT (2022); Latest Traffic count on Laurie Ellis Rd, near site (just to the east) 1200 AADT (2022).
Level Of Service (Transportation Analysis) Current= 2016 Study; Future= 2045 Projection.  * LOS is rated from A-F: A is the best, F the worst.  * Roadway Improvement and street design is based upon achieving a minimum of LOS D on existing facilities and LOS C on new facilities.	Old Tar Road Existing Grade- A Old Tar Road Future Grade- A.  Laurie Ellis Road Existing Grade- Very Low A. Laurie Ellis Road Future Grade- Very Low A.
TRIP GENERATION	TBD.
SIDEWALKS	Required.
TRAFFIC IMPACT STUDY (TIS)	TBD
STREET CONNECTIVITY	N/A – Rezoning Phase.
OTHER	N/A

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed R-10 with a condition in which 10% of the site is to remain open-space, for passive recreation meet the current development trends within the area and match the Comprehensive Land Use Plan's recommendation for this area. The property is in an area that is receiving significant interest from residential developers.

### **Town of Winterville Comprehensive Land Use Plan Policies**

The Future Land Use Map designates this property as a suburban residential character area. The Suburban Residential Character area is described as "primarily the large lot, single family detached residential that many people love about the town's housing stock. Generally 2-3 dwelling units per acre, larger lots, with front- and side-loaded garages. Smaller lot sizes are occasionally appropriate if minimum standards for open space and amenities are exceeded."





## **Comprehensive Land Use Plans - Recommendations & Implementation**

### **Suburban Residential - General Character:**

1. General Character: Large lot, low density single family residential was identified by the community as a land use type that was appropriate and valued in many locations. This flexible land use type is appropriate for many area of the planning area and will likely be served by Town Utilities.
2. Uses: Primarily Single Family Detached Residential with sewer services.
3. Potential Zones:
  - Typically: R-20, R-15, R 12.5.
  - R-10 or R-8 are potential zones if addition open space or amenities are provided.
    - Additional Open Space, containing of passive recreation, trails, playgrounds, amenity centers, fields, and greens are categorized as at least 10% of the overall space which is to be dedicated as open space/amenities.
    -

### **Comprehensive Plan and Land Use - Recommendation:**

- **Maintain and improve neighborhood character:**
  - Encourage Open Space and amenities in new developments.
- **Reinforce the Town's Identity as a family-friendly community:**
  - Support rezoning to residential uses in the Suburban Residential and Urban Neighborhood areas as identified on the future land use map.

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## **STAFF ANALYSIS AND RECOMMENDATION**

### **Community Outreach**

Applicant is encouraged to discuss this proposed rezoning with owners of surrounding properties.

### **Staff Analysis**

The 92.79-acre property is currently vacant. The surrounding properties are mostly vacant, agricultural land, with some rural residential homes. The proposed R-10 CD rezoning is consistent with the development trends in the area and is consistent with the Comprehensive Land Use Plan.



**Staff Recommendation**

Staff recommends **approval** of the rezoning request from A-R to R-10 CD with the condition that requires 10% of the site to remain open space, upon development.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Change Order No. 1 for TA Loving – Contractor for 2020 Sewer Pump station Project.

**Action Requested:** Approve the Change Order.

**Attachment:** Proposed Agreement.

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tjp - 1/27/2025

**Supporting Documentation**

TA Loving is the general contractor responsible for building the Chapman Street and Church Street pump stations. This is the first Change order for this project.

This project includes two work order directives.

WO 1 – Simply changed the alignment of the force main to the east side of Chapman Street. It was originally proposed to be on the west side. This simplified the process due to the proximity of the proposed sewer force main on the west side was so close to other utility infrastructure. By moving it to the east side there were not as many obstacles to work around. This saved the town \$80,700.

WO 2 – There was additional excavation required to get the east side of the street. This was an increase of \$10,367.06.

**Budgetary Impact:** Contract Reduction in the amount of \$70,332.94.

**Recommendation:** Staff recommends Council Approve Change Order No 1 for TA Loving.

**CHANGE ORDER NO.: 1**

Owner: Town of Winterville  
 Engineer: Rivers & Associates, Inc  
 Contractor: T.A. Loving Company  
 Project: Sanitary Sewer Pump Station Rehabilitation 2020  
 Contract Name: Contract I - General  
 Date Issued: January 20, 2025  
 Owner’s Project No.:  
 Engineer’s Project No.: 2020068  
 Contractor’s Project No.:  
 Effective Date of Change Order: January 20, 2025

The Contract is modified as follows upon execution of this Change Order:

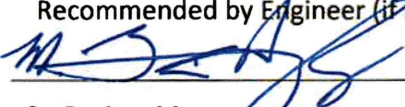
Description:

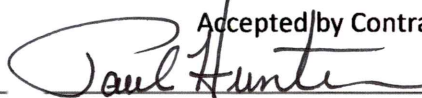
**Adjustment to labor and material quantities associated with crossing Chapman Street and adding an additional air release valve vault to relocate proposed force main to the east side of Chapman Street. Work Change Directives #1 & #2.**

Attachments:

**Work Change Directive #1 and #2 issued by the Town of Winterville, NC. Price proposals from Contractor for labor. Attachment 1 – Quantity Adjustments, dated January 20, 2025.**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 7,439,650.00	Original Contract Times: Substantial Completion: 457 Days Ready for final payment: 487 Days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. : \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 7,439,650.00	Contract Times prior to this Change Order: Substantial Completion: 457 Days Ready for final payment: 487 Days
Decrease this Change Order: \$ 70,332.94	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 7,369,317.06	Contract Times with all approved Change Orders: Substantial Completion: 457 Days Ready for final payment: 487 Days

Recommended by Engineer (if required)  
 By:   
 Title: Sr. Project Manager  
 Date: 1-20-25

Accepted by Contractor  
  
 Paul Hunter; Sr. Vice President  
 01/21/2025

Authorized by Owner  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT #1 - QUANTITY ADJUSTMENTS**

Town of Winterville - Sanitary Sewer Pump Station Rehabilitation 2020 - Contract I  
January 20, 2025

Item		Bid Item Quantity	Unit Price	Lump Sum	Bid Item Value (\$)	CO #1	CO #1	Adjusted Item Quantity	Adjusted Item Value
Bid Item No.	Description								
1	Mobilization and Bonding (not to exceed 3%)	1		\$194,326.35	\$194,326.35		\$0.00	1	\$194,326.35
2a	Chapman St. Pump Station w/ Barnes Pumps	1		\$1,809,500.00	\$1,809,500.00		\$0.00	1	\$1,809,500.00
3a	Church St. Pump Station w/ Barnes Pumps	1		\$1,599,500.00	\$1,599,500.00		\$0.00	1	\$1,599,500.00
4	Robinson Heights PS Electrical Improvements	1		\$310,000.00	\$310,000.00		\$0.00	1	\$310,000.00
5	Abandon Existing Pump Station (Winterville Crossing)	1		\$35,000.00	\$35,000.00		\$0.00	1	\$35,000.00
6	8" RJDIP Force Main	35	\$275.00		\$9,625.00		\$0.00	35	\$9,625.00
7	12" PVC Force Main	4,300	\$125.00		\$537,500.00		\$0.00	4,300	\$537,500.00
8	12" RJPVC Force Main	3,200	\$255.00		\$816,000.00	100	\$25,500.00	3,300	\$841,500.00
9	Tie-In Existing Forcemain to new Forcemain	3	\$6,000.00		\$18,000.00		\$0.00	3	\$18,000.00
10	12" Horizontal Directional Bore w/ Fusible® PVC Beneath NC HWY. 11	1	\$135,000.00		\$135,000.00		\$0.00	1	\$135,000.00
11	12" Horizontal Directional Bore w/ Fusible® PVC Beneath Stream Crossing	1	\$135,000.00		\$135,000.00		\$0.00	1	\$135,000.00
12	12" Horizontal Directional Bore w/ Fusible® PVC Beneath Reedy Branch Road	1	\$215,000.00		\$215,000.00		\$0.00	1	\$215,000.00
13	Automatic Air Release Valve and Vault w/ Vent (0'-6')	10	\$17,500.00		\$175,000.00	1	\$17,500.00	11	\$192,500.00
14	Abandon 8" Force Main with Flowable Fill	90	\$30.00		\$2,700.00		\$0.00	90	\$2,700.00
15	Cap and Abandon Existing 6" Force Main	2	\$2,000.00		\$4,000.00		\$0.00	2	\$4,000.00
16	8" Plug Valve w/ Box	2	\$7,150.00		\$14,300.00		\$0.00	2	\$14,300.00
17	12" Plug Valve w/ Box	1	\$12,000.00		\$12,000.00		\$0.00	1	\$12,000.00
18	10" PVC Gravity Sewer (8'-10')	180	\$250.00		\$45,000.00		\$0.00	180	\$45,000.00
19	12" PVC Gravity Sewer (16'-18')	30	\$470.00		\$14,100.00		\$0.00	30	\$14,100.00
20	15" PVC Gravity Sewer (8'-10')	220	\$295.00		\$64,900.00		\$0.00	220	\$64,900.00
21	15" PVC Gravity Sewer (10'-12')	445	\$305.00		\$135,725.00		\$0.00	445	\$135,725.00
22	15" PVC Gravity Sewer (12'-16')	20	\$425.00		\$8,500.00		\$0.00	20	\$8,500.00
23	18" PVC Gravity Sewer (0'-6')	10	\$650.00		\$6,500.00		\$0.00	10	\$6,500.00
24	12" DIP 20 LF Point Repair (0'-6')	1	\$12,500.00		\$12,500.00	-1	-\$12,500.00	0	\$0.00
25	Install New 4' Manhole (6'-8')	1	\$14,500.00		\$14,500.00		\$0.00	1	\$14,500.00
26	Install New 4' Manhole (8'-10')	1	\$15,500.00		\$15,500.00		\$0.00	1	\$15,500.00
27	Install New 4' Manhole (10'-12')	2	\$16,500.00		\$33,000.00		\$0.00	2	\$33,000.00
28	Install New 4' Manhole (12'-16')	1	\$17,550.00		\$17,550.00		\$0.00	1	\$17,550.00
29	Concrete Polymer Manhole w/ Vent	1	\$38,500.00		\$38,500.00		\$0.00	1	\$38,500.00
30	Tie-in to Existing Manhole	4	\$3,500.00		\$14,000.00		\$0.00	4	\$14,000.00
31	Cap and Abandon 8" Gravity Sewer	2	\$2,500.00		\$5,000.00		\$0.00	2	\$5,000.00
32	Cap and Abandon 12" Gravity Sewer	1	\$2,500.00		\$2,500.00		\$0.00	1	\$2,500.00
33	24" Steel Casing (Jack & Bore)	65	\$925.00		\$60,125.00		\$0.00	65	\$60,125.00
34	30" Steel Casing (Jack & Bore)	100	\$1,250.00		\$125,000.00		\$0.00	100	\$125,000.00

**ATTACHMENT #1 - QUANTITY ADJUSTMENTS**  
Town of Winterville - Sanitary Sewer Pump Station Rehabilitation 2020 - Contract I  
January 20, 2025

35	18" Steel Casing (Open Cut)	25	\$280.00		\$7,000.00		\$0.00	25	\$7,000.00
36	24" Steel Casing (Open Cut)	30	\$385.00		\$11,550.00		\$0.00	30	\$11,550.00
37	24" RCP	400	\$300.00		\$120,000.00	-320	-\$96,000.00	80	\$24,000.00
38	15" Corrugated Metal Pipe (CMP)	80	\$200.00		\$16,000.00		\$0.00	80	\$16,000.00
39	18" Corrugated Metal Pipe (CMP)	20	\$225.00		\$4,500.00		\$0.00	20	\$4,500.00
40	24" Corrugated Metal Pipe (CMP)	20	\$245.00		\$4,900.00		\$0.00	20	\$4,900.00
41	3' x 2' Drop Inlet (6'-8')	1	\$9,500.00		\$9,500.00	-1	-\$9,500.00	0	\$0.00
42	Utility Bridging	1	\$3,000.00		\$3,000.00	-1	-\$3,000.00	0	\$0.00
43	Asphalt Pavement Replacement	300	\$175.00		\$52,500.00		\$0.00	300	\$52,500.00
44	Temporary Construction Entrance	7	\$2,000.00		\$14,000.00		\$0.00	7	\$14,000.00
45	Silt Fence	9,000	\$5.25		\$47,250.00		\$0.00	9,000	\$47,250.00
46	Silt Fence Outlet	22	\$150.00		\$3,300.00	2	\$300.00	24	\$3,600.00
47	Rock Inlet Sediment Trap	2	\$500.00		\$1,000.00	4	\$2,000.00	6	\$3,000.00
48	Curb Inlet Sediment Trap	6	\$150.00		\$900.00		\$0.00	6	\$900.00
49	Pipe Inlet Protector	15	\$300.00		\$4,500.00		\$0.00	15	\$4,500.00
50	Straw Wattle	6	\$150.00		\$900.00		\$0.00	6	\$900.00
51	Excelsior Matting	630	\$12.00		\$7,560.00		\$0.00	630	\$7,560.00
52	Temporary Rock Silt Check Dam	2	\$350.00		\$700.00		\$0.00	2	\$700.00
53	Temporary Traffic Rated Bridge	1	\$21,750.00		\$21,750.00		\$0.00	1	\$21,750.00
54	Select Backfill	500	\$30.00		\$15,000.00		\$0.00	500	\$15,000.00
55	Stabilization Stone	150	\$60.00		\$9,000.00		\$0.00	150	\$9,000.00
56	Additional Ductile Iron Fittings	10,000	\$5.00		\$50,000.00		\$0.00	10,000	\$50,000.00
57	Seeding and Mulching	8,405	\$3.33		\$27,988.65		\$0.00	8,405	\$27,988.65
58	Bypass Pumping	1		\$300,000.00	\$300,000.00		\$0.00	1	\$300,000.00
59	Electrical Service Allowance	1		\$10,000.00	\$10,000.00		\$0.00	1	\$10,000.00
60	Testing Allowance	1		\$5,000.00	\$5,000.00	5,000	\$5,000.00	1	\$10,000.00
73	Rehabilitate Existing Bar Screen	1		\$56,500.00	\$56,500.00		\$0.00	1	\$56,500.00
--	RPR Office Utility Credit	0		-\$10,000.00	\$0.00	1	-\$10,000.00	1	-\$10,000.00
WCD 2	Additional Excavation for Chapman Street Force Main Crossing	0		\$10,367.06	\$0.00	1	\$10,367.06	1	\$10,367.06
	<b>Totals</b>				<b>\$7,439,650.00</b>		<b>-\$70,332.94</b>		<b>\$7,369,317.06</b>

WORK CHANGE DIRECTIVE NO.: 1

Owner:	Town of Winterville	Owner's Project No.:	
Engineer:	Rivers & Associates, Inc.	Engineer's Project No.:	2020068
Contractor:	T.A. Loving Company	Contractor's Project No.:	
Project:	Sanitary Sewer Pump Station Rehabilitation 2020		
Contract Name:	Contract I - General		
Date Issued:	December 5, 2024	Effective Date of Work Change Directive:	December 5, 2024

Contractor is directed to proceed promptly with the following change(s):

Description:

**Adjust alignment of proposed 12-inch force main from station 1+38.45 to station 10+13. Adjustment moves proposed force main to east side of Chapman Street, adds a proposed automatic air release valve at station 7+61, and provides 24-inch separation between crossing storm sewers.**

Attachments:

**Revised sheets C01, C02, and summary of estimated adjustment of quantities.**

Purpose for the Work Change Directive:

**Design improvement to satisfy Town of Winterville specifications that require sanitary sewer to be installed beyond twenty feet (20') of any part of permanent buildings or other structures and to maintain twenty-four-inch (24") separation between storm sewers. This realignment also reduces the potential for replacing the existing 24-inch RCP paralleling Chapman Street.**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

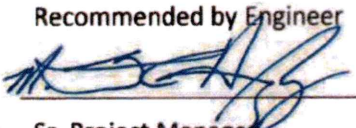
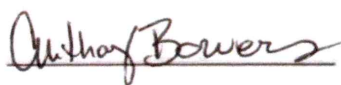
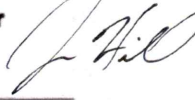
- Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$ 68,000	<del>{increase} {decrease} {not yet estimated}</del>
Contract Time:	0 days	<del>{increase} {decrease} {not yet estimated}</del>

Basis of estimated change in Contract Price:

- Lump Sum  Unit Price  Cost of the Work  Other

	Recommended by Engineer	Authorized by Owner	Received by Contractor
By:			
Title:	Sr. Project Manager	Asst. Town Manager	Jason Hill President - Civil Conveyance Systems
Date:	12-6-24	12-6-2024	12.9.24

<b>Work Change Directive #1</b>						
<b>Estimated Adjustment of Quantities</b>						
<b>Item No.</b>	<b>Description</b>	<b>Original Quantity</b>	<b>Revised Quantity</b>	<b>Unit Price</b>	<b>Change in Value</b>	
6	8" RJDIP Force Main	35	25	275	-2,750.00	
7	12" PVC Force Main	4300	4250	125	-6,250.00	
8	12" RJPVC Force Main	3200	3300	255	25,500.00	
13	Automatic Air Release Valve and Vault w/ Vent (0' - 6')	10	11	17500	17,500.00	
18	10" PVC Gravity Sewer (8' - 10')	180	200	250	5,000.00	
24	12" DIP 20 LF Point Repair (0' - 6')	1	0	12500	-12,500.00	
37	24" RCP	400	90	300	-83,000.00	
41	3' x 2' Drip Inlet (6'-8')	1	0	9500	-9,500.00	
42	Utility Bridging	1	0	3000	-3,000.00	
43	Asphalt Pavement Replacement	300	315	175	2,625.00	
47	Rock Inlet Sediment Trap	2	8	500	3,000.00	
48	Curb Inlet Sediment Trap	6	0	150	-900.00	
56	Additional Ductile Iron Fittings	0	1255	5	6,275.00	
<b>Total</b>						<b>-68,000.00</b>



**WORK CHANGE DIRECTIVE NO.: 2**

Owner:	Town of Winterville	Owner's Project No.:	
Engineer:	Rivers & Associates, Inc.	Engineer's Project No.:	2020068
Contractor:	T.A. Loving Company	Contractor's Project No.:	
Project:	Sanitary Sewer Pump Station Rehabilitation 2020		
Contract Name:	Contract I - General		
Date Issued:	January 2, 2025	Effective Date of Work Change Directive:	January 2, 2025

Contractor is directed to proceed promptly with the following change(s):

Description:

**Additional excavation required to cross approximately 10 feet below Chapman Street between station 1+38.45 and station 1+87.55 and provide 24-inch separation between crossing storm sewers, including between previously unidentified 15-inch HDPE storm pipe on the east side of Chapman Street.**

Attachments:

**Summary of estimated additional labor required for excavation.**

Purpose for the Work Change Directive:

**To allow necessary excavation to ensure sanitary sewer maintain twenty-four-inch (24") separation between the identified 24-inch RCP on the west side of Chapman Street and previously unidentified 15-inch HDPE on the east side of Chapman Street.**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

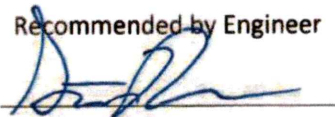
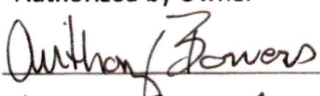
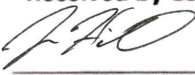
- Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$ 10,367.06	<del>[increase] [decrease] [not yet estimated].</del>
Contract Time:	0 days	<del>[increase] [decrease] [not yet estimated].</del>

Basis of estimated change in Contract Price:

- Lump Sum  Unit Price  Cost of the Work  Other

	Recommended by Engineer	Authorized by Owner	Received by Contractor
By:			
Title:	Project Engineer II	Asst. Town Manager	Jason Hill President - Civil Conveyance Systems
Date:	1-2-25	1-2-25	1-3-25



T. A. Loving Company  
 400 Patetown Road P.O. Drawer 919  
 Goldsboro NC 27533-0919  
 919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal  
 Request  
 No.: 1

### CHANGE ORDER PROPOSAL

Project Name: Sanitary Sewer and Pump Station Rehab 2020 Project No. 24409  
 Location: Winterville Date 1/2/2025  
 Owner: Town of Winterville Drawing No. \_\_\_\_\_  
 Engineer: Rivers and Associates Spec. Section \_\_\_\_\_

Reference: RFP No.: \_\_\_\_\_ Work Directive No.: \_\_\_\_\_ Field Order No.: \_\_\_\_\_ Other: \_\_\_\_\_

Description: This change order is to address the additional labor, equipment, and time to install new forcemain underneath Chapman Street. These existing utilities and conditions were not known to us at bid time as the proposed sewer location was changed after construction began.

- 1. LABOR (See attached itemized breakdown) ..... \$0.00
- 2. MATERIALS (See attached itemized breakdown) ..... \$0.00
- 3. EQUIPMENT/OTHER (See attached itemized breakdown) ..... \$0.00
- 4. TIME EXTENSION FIELD COSTS\*\* .....  DAYS @  PER DAY ..... \$0.00
- 5. SUB-TOTAL DIRECT WORK .....
- 6. OVERHEAD & PROFIT ON DIRECT WORK .....  ..... \$0.00
- 7. TOTAL DIRECT WORK .....

**Subcontractor Items**

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
BCJ Construction	Chapman Street Road Crossing		\$9,632.57

- 8. SUB-TOTAL BID ITEM WORK: .....
- 9. OVERHEAD & PROFIT ON SUBCONTRACTOR ITEM WORK .....  ..... \$481.63
- 10. TOTAL BID ITEM WORK .....
- 11. SUB-TOTAL DIRECT AND BID ITEM WORK .....
- 12. BOND & INSURANCE: .....  of subtotal # 11 ..... \$252.86
- 13. TOTAL CHANGE PROPOSAL REQUEST .....

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

\*\* Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:  
**T. A. Loving Company**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Consent Agenda

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Purchase of 1.648 acres of land from Pedro Balderas Ellis on Laurie Ellis Road.

**Action Requested:** Approve the Offer to Purchase.

**Attachment:** Offer to Purchase, and Site Survey

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/31/2025

**ABSTRACT ROUTING:**

**TC:** 2/3/2025

**TM:** 2/3/2025

**Final:** tjp - 1/27/2025

**Supporting Documentation**

Staff has negotiated to purchase 1.648 acres from Pedro Balderas Ellis in the amount of \$65,920. This property's intended use for the town will be for the construction of a satellite police/fire facility that will service the southeast portion of Town.

Town Attorney Lassiter has drafted the offer to purchase with a closing date of April 1st.

The offer price was \$40,000 per acre and has verbally been accepted by the seller.

**Budgetary Impact:** \$65,920 to be purchased with fund balance.

**Recommendation:** Approve the Offer to Purchase.

**OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND**  
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

**NOTE:** If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

**NOTE FOR NEW CONSTRUCTION:** If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Pedro Balderas Ellis, Trustee of the Laurie Howard Ellis, Jr. Exempt Decendent's Trust under the Laurie Howard Ellis, Jr. Trust dated May 19, 2015

(b) **"Buyer":** Town of Winterville

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property  will  will not include a manufactured (mobile) home(s).

The Property  will  will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

**NOTE:** If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: Tract off Laurie Ellis Road

City: Winterville

Zip: 28590

County: Pitt, North Carolina

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit 1, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide TBD at Page(s) TBD

The PIN/PID or other identification number of the Property is: Portion of PN 07032

Other description: 1.648 acres

Some or all of the Property may be described in Deed Book 4561 at Page 301



**This form jointly approved by:**  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.



**STANDARD FORM 12-T**  
Revised 7/2024  
© 7/2024

Buyer initials \_\_\_\_\_ Seller initials \_\_\_\_\_

(d) "Purchase Price":

\$ 65,920.00  
\$ 1,000.00  
  
\$ 0  
  
\$ 0  
  
\$ 0  
  
\$ 0  
  
\$ 64,920.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by  cash  personal check  official bank check  wire transfer  electronic transfer (specify payment service: \_\_\_\_\_)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by  cash  personal check  official bank check  wire transfer  electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_, **TIME IS OF THE ESSENCE** by  cash  official bank check  wire transfer  electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

**NOTE:** If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name): E. Keen Lassiter

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **“Due Diligence”**: Buyer’s opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer’s sole discretion, will proceed with or terminate the transaction.

(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party’s right to attorneys’ fees incurred in collecting the Due Diligence Fee.

(j) **“Due Diligence Period”**: (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not “N/A”) April 1, 2025

OR

The period extending for (insert a number only; not “N/A”) \_\_\_\_\_ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

**TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.**

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction

(l) **“Settlement Date”**: The parties agree that Settlement will take place on on or before April 1, 2025  
\_\_\_\_\_ (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

**NOTE:** See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

**NOTE:** Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but

**WARNING:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

**NOTE:** There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME IS OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement  is  is not attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  Conventional  USDA

Other type: \_\_\_\_\_

in the principal amount of \_\_\_\_\_.

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: \_\_\_\_\_

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.  
Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)



Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.

Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

#### 4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer;

(ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;

(iii) appraisal;

(iv) title search;

(v) title insurance;

(vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(vii) recording the deed; and

(viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

#### 5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

has owned the Property for at least one year.

has owned the Property for less than one year.

does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property  subjects  does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** ( Applicable  Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** ( Applicable  Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto).

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) Town of Winterville.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0- toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

**7. CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

- (a) **Seller shall pay:**
  - (i) fees incurred by Seller in completing resale (i) or other certificates related to a proposed sale of the Property;
  - (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
  - (iii) any fees charged for transferring or updating ownership records of the association; and
  - (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

**(b) Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

**8. PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

**9. CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

**10. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

**11. POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

**12. ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- |   |  |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)    | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)       | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)        |  |

Identify other attorney or party drafted addenda: Form 142 - Vacant Land Disclosure Statement

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

**13. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

**14. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**15. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**16. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**17. ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

**18. CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

**19. EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

**20. COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

**21. REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

**This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller : \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer:  
Town of Winterville  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:  
Laurie Howard Ellis, Jr. Exempt Decedent's Trust under the Laurie Howard Ellis, Jr. Trust  
dated May 19, 2015  
\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Richard E. Hines  
Print Name

Name: Pedro Balderas Ellis  
Print Name

Title: Mayor

Title: Trustee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

**NOTICE INFORMATION**

**NOTE:** INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

**BUYER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Buyer Fax #: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

**SELLER NOTICE ADDRESS:**

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Seller Fax #: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

**CONFIRMATION OF AGENCY/NOTICE ADDRESSES**

Selling Firm Name: \_\_\_\_\_

Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Firm License#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Individual Selling Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: \_\_\_\_\_

Selling Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

Listing Firm Name: \_\_\_\_\_

Acting as  Seller's Agent  Dual Agent

Firm License#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Seller: Pedro Balderas Ellis, Trustee of the Laurie Howard Ellis Trust under the Laurie Howard Ellis, Jr. Trust dated May 19, 2015 ("Seller")

Buyer: Town of Winterville ("Buyer")

Property Address: Tract off Laurie Ellis Road, Winterville, NC 28590 ("Property")

**LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

-----  
 **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Signature)

-----  
 **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

-----  
 **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

Time: \_\_\_\_\_  AM  PM By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

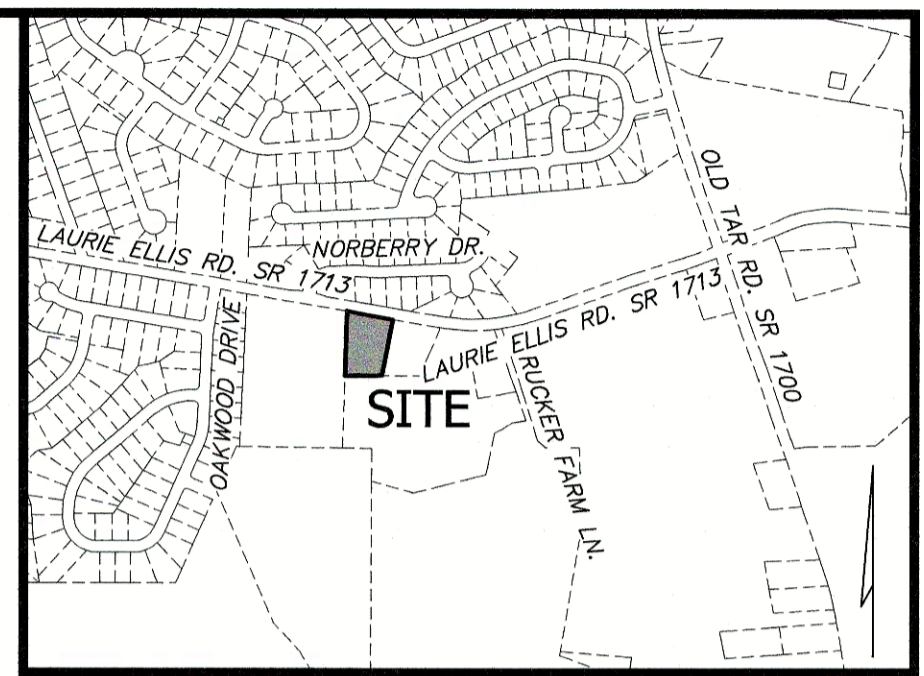


NC GRID (NAD 83/MSRS 2011)

**REVIEW OFFICER**  
 NORTH CAROLINA PITT COUNTY  
 \_\_\_\_\_  
 A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 BY \_\_\_\_\_ REVIEW OFFICER  
 DATE \_\_\_\_\_

**NOTES:**

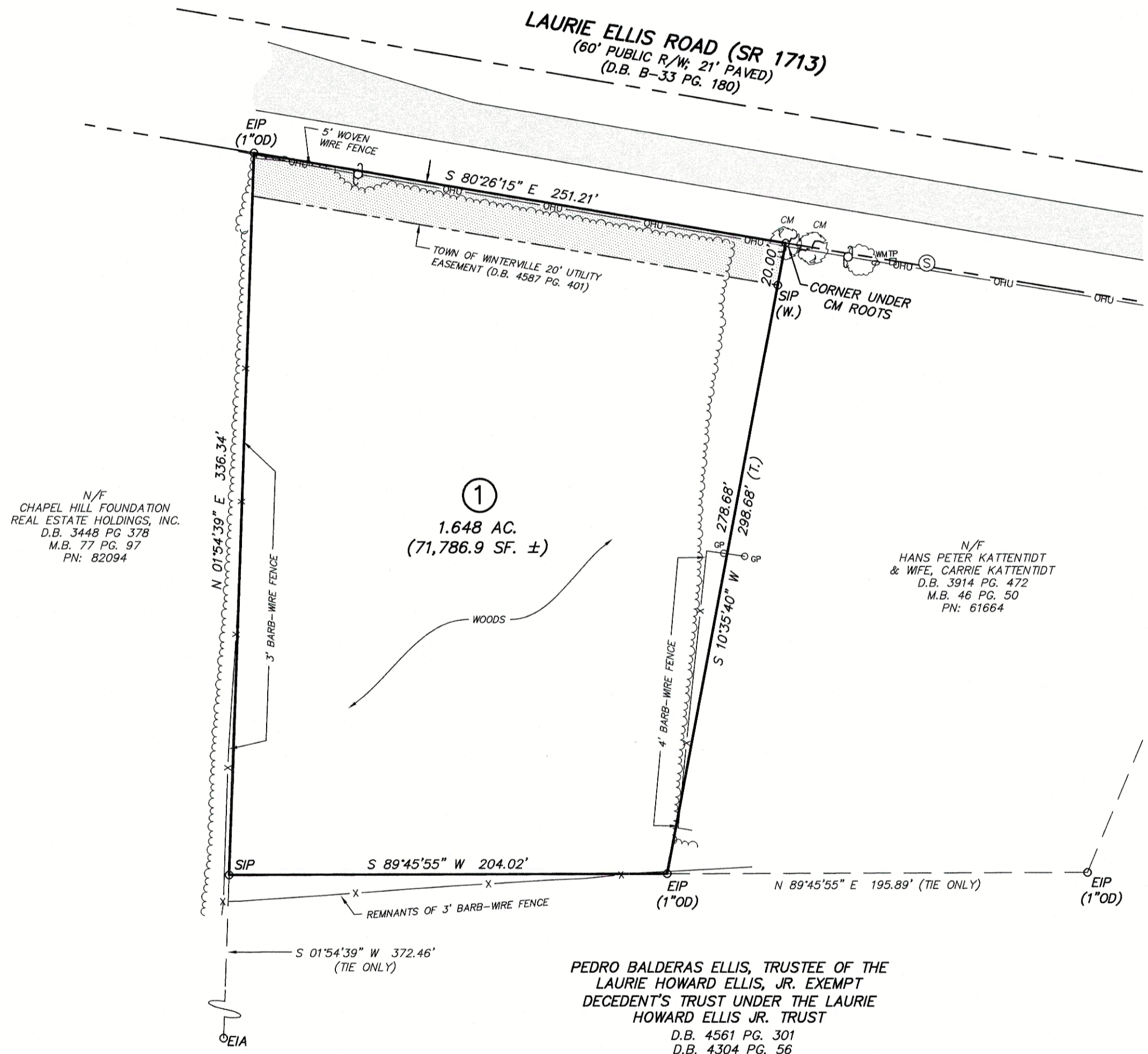
1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS (US SURVEY FOOT).
2. AREA DETERMINED BY COORDINATES.
3. AREAS OF THIS SURVEY ARE LOCATED WITHIN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED FROM FIRM MAP NUMBER 3720467400J, EFFECTIVE 1/2/2004.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
5. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
6. SITE HAS NOT BEEN EVALUATED BY A SOIL SCIENTIST FOR ENVIRONMENTAL CONCERNS, SUCH AS WETLANDS OR ACTUAL RIPARIAN BUFFER LOCATION.



Vicinity Map SCALE: 1" = 1000'

**LEGEND**

—	BOUNDARY
---	RIGHT OF WAY (R/W)
---	PITT COUNTY GIS PARCEL LINE
-x-	WOVEN WIRE FENCE
- - -	EASEMENT
~~~~~	EDGE OF WOODS
—OHU—	OVERHEAD UTILITY LINE
N/F	NOW OR FORMERLY
D.B.	DEED BOOK
M.B.	MAP BOOK
PG.	PAGE
P.N.	PARCEL NUMBER
CM	CREPE MYRTLE
EIA	EXISTING IRON AXLE
SIP	SET IRON PIPE (0.75" OD)
EIP	EXISTING IRON PIPE
(OD)	OUTSIDE DIAMETER
(T.)	TOTAL
(W.)	WITNESS
AC.	ACRES
+/-, ±	PLUS OR MINUS
⊙	UTILITY POLE
⊙	SANITARY SEWER STRUCTURE
⊙	TELECOMMUNICATIONS PEDESTAL
⊙	WATER METER PROTECTIVE BOX
⊙	GATE POST
[Pattern]	ASPHALT
[Pattern]	UTILITY EASEMENT D.B. 4587 PG. 401



NORTH CAROLINA COUNTY OF PITT

I, PATRICK HARTMAN, P.L.S., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BY JOE PARRISH/RANDY BIEBER FROM 9/9-9/11/20/2024 & 12/30/2024 OF DEED DESCRIPTIONS RECORDED IN BOOK 4651 PAGE 301 OR OTHER SOURCES (MAP BOOK 46 PAGE 50); THAT BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM OTHER SOURCES AS REFERENCED; THAT THE RATIO OF PRECISION IS 1:10,000+ AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND HORIZONTAL CONTROL WAS ESTABLISHED AT THE SITE BY NCGS RTN SOLUTION/OBSERVATIONS.

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1) CLASS OF SURVEY:                 | CLASS A (HORZ.)           |
| 2) POSITIONAL ACCURACY:             | 2 CM(HORZ.)               |
| 3) TYPE OF GPS FIELD PROCEDURE:     | NCGS RTN                  |
| 4) DATE OF SURVEY WORK:             | 9/9/24-9/11/24 & 12/30/24 |
| 5) DATUM/EPOCH:                     | NAD83/2011                |
| 6) PUBLISHED CONTROL/FIXED CONTROL: | NCGS RTN OR AS NOTED      |
| 7) GEOID MODEL:                     | 2018                      |
| 8) COMBINED GRID FACTOR:            | 0.99988571080698          |
| 9) UNITS:                           | US SURVEY FEET            |

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)a.: THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 31TH DAY OF DECEMBER, 2024.

PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

**PEDRO BALDERAS ELLIS, TRUSTEE OF THE LAURIE HOWARD ELLIS, JR. EXEMPT DECEDENT'S TRUST UNDER THE LAURIE HOWARD ELLIS JR. TRUST**  
 D.B. 4561 PG. 301  
 D.B. 4304 PG. 56  
 M.B. 46 PG. 50  
 PN: 07032  
 (RESIDUAL)

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, THAT THE PROPERTY IS WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WINTERVILLE AND THAT I (WE) HEREBY ADOPT THIS PLAN OF THE SUBDIVISION WITH MY (OUR) FREE CONSENT AND HEREBY ESTABLISH ALL LOTS AND DEDICATE ALL EASEMENTS, STREETS, ALLEYS, WALKS, PARKS AND OTHER SPACES TO PUBLIC USE AS NOTED.

OWNER: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**CERTIFICATE OF FINAL APPROVAL**  
 I CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH ALL SUBDIVISION ORDINANCE OF WINTERVILLE, NORTH CAROLINA, AND IS APPROVED FOR RECORDING BY THE PITT COUNTY REGISTER OF DEEDS.

SUBDIVISION ADMINISTRATOR \_\_\_\_\_, 2025

**OWNER:**  
**PEDRO BALDERAS ELLIS, TRUSTEE OF THE LAURIE HOWARD ELLIS, JR. EXEMPT DECEDENT'S TRUST UNDER THE LAURIE HOWARD ELLIS JR. TRUST**  
 1036 MADISON AVENUE  
 SAN DIEGO, CA 92116

- REFERENCES:**
- D.B. 4561 PG. 301
  - D.B. 4304 PG. 56
  - D.B. B 33 PG. 180 (SR 1713 R/W)
  - M.B. 46 PG. 50
  - P.N. 07032 (PARENT)

REVISIONS:

DATE	12/31/2024
SURVEY JP/RB	DRAFT PH
DESIGN	CHECK PWH

NC License: F-0334  
**Rivers**  
 & ASSOCIATES, INC.  
 107 East Second Street  
 Greenville, NC 27858  
 (252) 752-4135  
 Since 1918

**DIVISION SURVEY FOR TOWN OF WINTERVILLE OF PEDRO BALDERAS ELLIS, TRUSTEE OF THE LAURIE HOWARD ELLIS, JR. EXEMPT DECEDENT'S TRUST**  
 WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

SCALE	DRAWING NO.	PROJECT NO.	SHEET
1" = 50'	Z-2736	2024141	1 OF 1

**PRELIMINARY**  
 NOT FOR RECORDATION, SALES, OR CONVEYANCES

L:\LandDev\Winterville-Laurie\_Ellis-2024\11\SURVEY\_DRAWING\Laurie\_Ellis\_Trust.dwg: Hartman, P. 2-Jan-25 @ 11:28:25 AM



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager and Keen Lassiter, Town Attorney

**Item to be Considered**

**Subject:** Subordination Agreement – Christ Covenant School.

**Action Requested:** Approval of Subordination Agreement.

**Attachment:** Amended Subordination Agreement.

**Prepared By:** Anthony Bowers, Assistant Town Manager and Keen Lassiter, Town Attorney

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 1/24/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

Christ Covenant School is building an expansion to the School and will be executing a new loan to facilitate the construction. The Council will need to approve the Subordination of the Loan that the Town has with Christ Covenant so that they can move forward with their new loan. The loan will be subordinated to First Bank.

Town Attorney Lassiter has reviewed in accordance with direction from Council.

**Budgetary Impact:** NA.

**Recommendation:** Staff recommends Council approve amended Subordination Agreement.

Prepared by and Return to:  
Maynard Nexsen PC  
800 Green Valley Road, Suite 500  
Greensboro, NC 27408

## SUBORDINATION AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF PITT

THIS SUBORDINATION AGREEMENT (“**Subordination Agreement**”) made and entered into as of the \_\_\_\_ day of January, 2025, by the TOWN OF WINTERVILLE, a North Carolina municipality (the “**Town**”) and is made to and for the benefit of FIRST BANK (“**First Bank**”).

### WITNESSETH:

WHEREAS, the Town is the holder of that certain Promissory Note in the amount of \$85,000.00 (the “**Town Note**”) from Christ Covenant School, a North Carolina non-profit corporation (“**Borrower**”) which Note is secured by that certain North Carolina Deed of Trust from Borrower for the benefit of the Town dated January 13, 2016 and recorded February 3, 2016, in Book 3403, Page 780, in the Office of the Register of Deeds for Pitt County (the “**Town Mortgage**” and collectively with the Town Note, the “**Town Loan**”), which covers that real property and improvements located at 746 Worthington Rd., Winterville, Pitt County, North Carolina, which real property is described in the Town Mortgage as the “**Premises**” (“**Property**”); and

WHEREAS, on or about the date hereof, Borrower is entering into a new loan with First Bank, as lender, in the original principal amount of \$5,300,000.00 which loan is evidenced a Promissory Note (the “**First Bank Note**”) which First Bank Note will be secured by that certain Construction Deed of Trust Securing Future Advances from Borrower to Kirsten E. Foyles, Trustee for the benefit of First Bank dated January 16, 2025, and recorded on January \_\_\_\_, 2025, in Book \_\_\_\_ Page \_\_\_\_, in the Office of the Register of Deeds for Pitt County (the “**First Bank Mortgage**” and collectively with the First Bank Note, the “**First Bank Loan**”); and

WHEREAS, as a condition to making the First Bank Loan, First Bank requires Borrower and the Town to enter into this Subordination Agreement for the purpose of clearly establishing that the First Bank Loan shall be superior to the Town Loan irrespective of the dates of execution, delivery or recording of the Town Loan; and

WHEREAS, the Town has agreed to subordinate the lien of the Town Mortgage to the lien of the First Bank Mortgage.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration and the mutual covenants herein contained, passing among the parties hereto, the receipt of all of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The statements set forth in the recitals of this Subordination Agreement are true and correct and are incorporated herein and made a part hereof.
2. Subordination of Town Loan to First Bank Loan. All right, title and interest of the Town in and to the Property and all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as the result of the exercise of the right of eminent domain and all existing and future improvements, if any, granted to the Town under the Town Loan and Town Mortgage shall be and hereby are made subordinate, junior and inferior and postponed in priority, operation and effect to the First Bank Loan including without limitation the First Bank Mortgage, irrespective of the dates of execution, delivery or recording of any of them. Without limiting the generality of the foregoing:

(a) The Town hereby subordinates the Town Mortgage and its lien position and security interest in and on the Property to the First Bank Mortgage and its lien position and security interest in and on the Property, as if the First Bank Mortgage had been recorded prior in time to the Town Mortgage, and to the end that the First Bank Mortgage shall be superior to the Town Mortgage. This priority shall apply regardless of the perfection, non-perfection, cessation of perfection or order of perfection of the parties' respective interests. The Town hereby acknowledges and agrees that the First Bank Mortgage is and shall constitute a first, prior and superior lien on and against the Property, and the Town Mortgage is and shall be subject, subordinate and inferior to the First Bank Mortgage.

(b) The Town further agrees that at any time and from time to time First Bank may make advances, renewals and extensions of the First Bank Loan or any part thereof and may otherwise deal therewith in any manner First Bank may determine in its sole discretion without notice to the Town Mortgage trustee, or the Town.

(c) Except for the subordination set forth herein, the Town Mortgage shall remain in full force and effect.

3. Notice of Default. The Town agrees that it will provide First Bank written notice of the occurrence of default by Borrower under the Town Loan, which notice shall be sent no later than 15 days after the Town has determined that a default has occurred. The Town agrees not to foreclose on the Property or accept a deed in lieu of foreclosure without first providing no less than 60 days prior written notice to First Bank and an opportunity for First Bank to cure any default. The foregoing limitation shall be solely for the

benefit of First Bank and shall not be construed to provide Borrower with any additional notice or grace period.

4. Severability. If any term of this Subordination Agreement or any obligation thereunder shall be held to be invalid, illegal, or unenforceable, the remainder of this Subordination Agreement and any other application of such term shall not be affected thereby.
5. Binding Agreement. This Subordination Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective successors and assigns.
6. Miscellaneous. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term “person” shall include an individual, a corporation, an association, a partnership, a trust, and an organization. The paragraph headings of this Subordination Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof.
7. Notices. All notices, requests, demands and other communications hereunder shall be in writing, shall be effective upon receipt, and shall be delivered by hand, or mailed by registered or certified mail, return receipt requested, first class postage prepaid, Federal Express or other reputable overnight courier service, and in each case, addressed to First Bank, Borrower and/or the Town using the addresses provided for in the First Bank Mortgage and Town Mortgage, respectively. A courtesy copy for notices to First Bank shall be provided to:

Maynard Nexsen PC  
c/o Erin Cowan Mosley  
800 Green Valley Rd., Suite 500  
Greensboro, NC 27408

8. Entire Agreement. This Subordination Agreement constitutes the entire agreement between First Bank and the Town with respect to the matters set forth herein, and any term or condition not expressed in this Subordination Agreement does not constitute a part of the agreement of the parties with respect to such matters.
9. Governing Law; Venue. This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and shall be deemed to be executed, delivered, and accepted in the State of North Carolina. Venue for any action brought under this Subordination Agreement shall be in any state court in Pitt County, North Carolina, having jurisdiction over the subject matter.

IN WITNESS WHEREOF, the Town has hereto set its hand and seal as of the day and year first above written.

TOWN OF WINTERVILLE

\_\_\_\_\_(SEAL)  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

STATE OF NORTH CAROLINA        )  
                                                          )  
COUNTY OF \_\_\_\_\_          )

I, a Notary Public certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Town Clerk of the Town of Winterville, North Carolina and that by authority duly given and as the act of the Town of Winterville, North Carolina the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her/him as the Town Clerk.

Witness my hand and official seal, this the \_\_\_\_ day of January, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Affix Seal)



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** February 10, 2025

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Ordinance Update – Chapter 32 – Town Organizations, Section 32.002 – Police Department/General Supervision.

**Action Requested:** Approval of Ordinance Amendment.

**Attachment:** DRAFT Ordinance Amendment.

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 2/3/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

Chapter 32, Section 32.002 of the Town of Winterville Code of Ordinance contains incorrect information about who has the responsibility for the General Supervision of the Police Department. Staff is therefore submitting an ordinance amendment removing the applicable section in its entirety.

**Budgetary Impact:** NA.

**Recommendation:** Approval of Draft Ordinance Amendment.

**ORDINANCE NO. 25-O-022**

**ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES  
OF THE TOWN OF WINTERVILLE, NORTH CAROLINA**

BE IT ORDAINED by the Town Council of the Town of Winterville, North Carolina that Chapter 32 of the Code of Ordinances of the Town of Winterville is hereby amended as follows:

**CHAPTER 32: TOWN ORGANIZATIONS.**

**§32.002 General Supervision** is hereby deleted in its entirety. All section numbers denoted thereafter will be renumbered in numerical order as they are listed.

This Ordinance shall be effective upon adoption.

Adopted this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** Old Business

**Meeting Date:** February 10, 2025

**Presenter:** Terri L. Parker, Town Manager

**Item to be Considered**

**Subject:** Cemetery Expansion Project Update.

**Action Requested:** Approval of Cemetery Expansion Project Update.

**Attachment:** Information on Pricing will be Presented at the Meeting.

**Prepared By:** Terri L. Parker, Town Manager

**Date:** 2/3/2025

**ABSTRACT ROUTING:**

**TC:** 2/3/2025

**TM:** 2/3/2025

**Final:** tlp - 2/3/2025

**Supporting Documentation**

Town Staff has been getting pricing for the completion of the infrastructure for the cemetery expansion project. Pricing will be presented at the Council Meeting. Cliff McGuffin, Public Works Director will be presenting said numbers.

**Budgetary Impact:** TBD.

**Recommendation:** Approval of Cemetery Expansion Project Update.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Betterment Decisions for Old Tar Rd Widening Project.

**Action Requested:** Provide Staff with Recommendations for Betterments.

**Attachment:** Betterment Example

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 1/27/2025

**Supporting Documentation**

The Town has been approached by NCDOT asking for interest in continuity with the City of Greenville with regard to several betterments they have been directed by the City to make on the widening project.

**Black Pole and Mast:** Please see the attached image. There will be 12 poles at a cost of \$5,000 each. The standard pole and mast are silver. COG has requested black powder coated poles. The total cost of this betterment is \$60,000

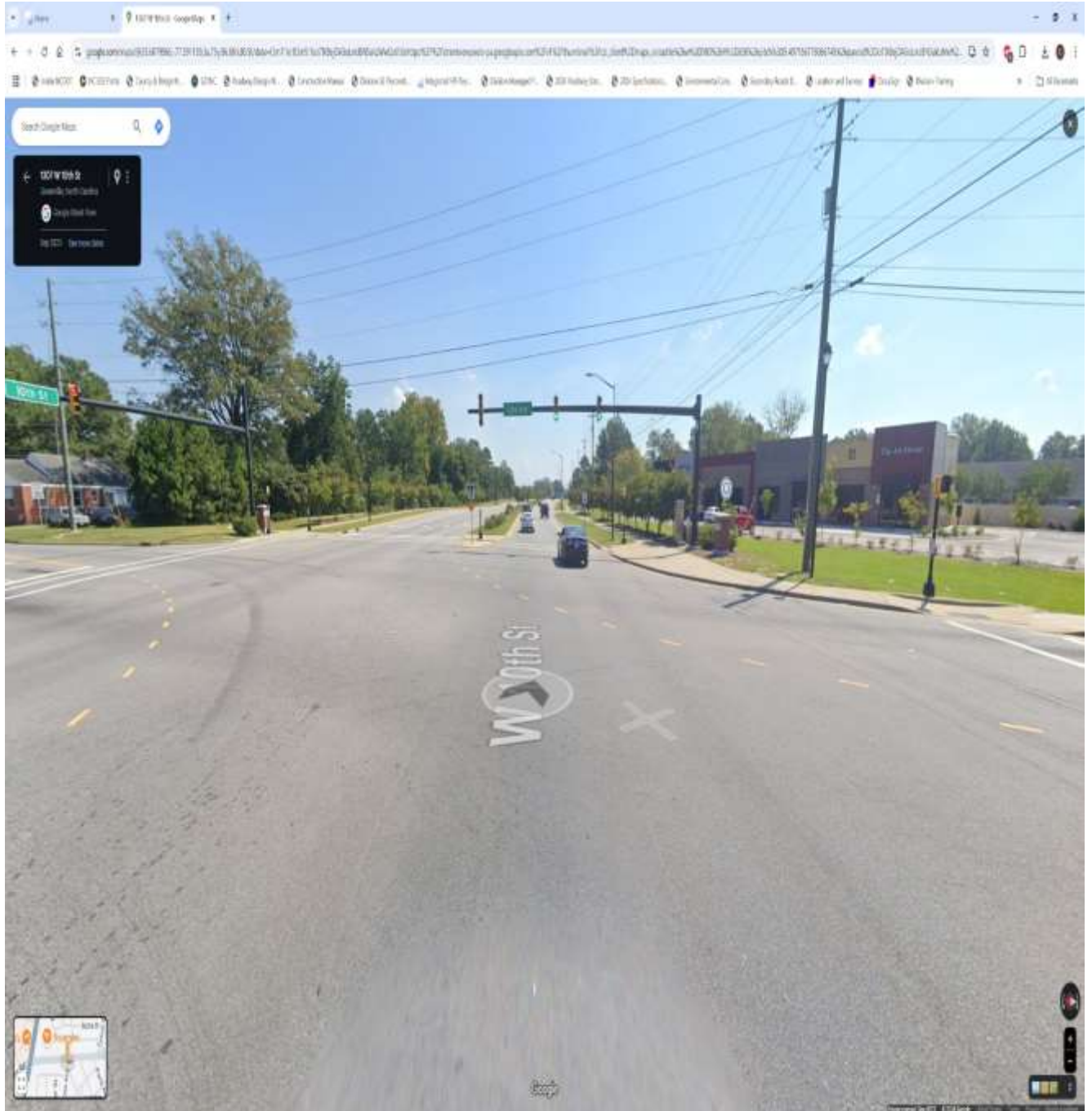
**Street Signage:** NCDOT will provide standard signage on poles at the corner of the intersections. COG has requested luminated street signs to be installed on the mast. The luminated sign are \$1,600 per sign. There will be an estimated \$19,200 for signs in the project. The Town will be responsible for maintaining them in the future as well.

**Median Design Options - Grass, Covered Capped Concrete, or Plantings:** The COG has decided to go with plantings. This would reduce the amount of maintenance and provide a more aesthetically pleasing entrance to the Town. We would have to mulch and take over the maintenance in the future. NCDOT will pay for the installation. This would be contracted out.

**Street Lighting:** NCDOT would like to know if we are interested in having street lighting included with the project. This is actually an agreement that we would have to work out with Greenville Utilities Commission. They would typically install alternating lights every 120 feet. There will be sidewalks on both sides of the road as designed. The exact number and cost will have to be brought back to the Council. The plan is to have this information for you at the meeting. I am waiting on details from the City of Greenville, GUC and NCDOT.

**Budgetary Impact:** TBD.

**Recommendation:** Provide Staff Direction.





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Jessica Manning, Finance Director

**Item to be Considered**

**Subject:** Approval of Financing Terms and Agreement with First Citizens Bank.

**Action Requested:** Award Financing to First Citizens Bank.

**Attachment:** Bid Tabulation, and Resolutions Approving Financing Terms.

**Prepared By:** Jessica Manning, Finance Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

The Town Council has approved the purchase of Town Christmas Lights and Decorations, a John Deere Gator for the Grounds and Maintenance department, a Service Body Truck, Crew Cab Truck, and a Mini Excavator for the Public Works department, a Paving Head for the Streets department, and a Sewer Crain Truck and Pump Replacements for the Sewer Department. The funding for these items were approved in the current fiscal year's budget in the total amount of \$631,000.

We received quotes from 3 lending institutions. First Citizens Bank was the lowest bid with an interest rate of 4.62% for the Christmas Lights and Decorations, 4.72% for the John Deere Gator, 4.57% for the Public Works Service Body Truck, Crew Cab Truck, and Mini Excavator, 4.67% for the Paving Head, and 4.52% for the Sewer Pump Replacements. First Citizens is also able to provide a lower interest rate of 4.37% for all items by combining the loans into one loan with separate amortization schedules for accounting purposes.

We are recommending accepting First Citizens Bank's proposal for all items, equipment, and vehicles with the combined interest rate of 4.37%. The Town Christmas Lights/Decorations, John Deere Gator, Service Body Truck, Crew Cab Truck, Mini Excavator, and Paving Head will be for a 3-year term. The Sewer Crain Truck and the Sewer Pump Replacements will be for a 5-year term.

**Budgetary Impact:** Annual debt service payments in the amount of \$176,600 for the first 3 years and \$50,600 for the remaining 2 years.

**Recommendation:** Approve the Financing Agreement and Resolutions.

**Town of Winterville  
Bid Tabulation  
Town Christmas Lights/Decorations**

Bank	Rate	Combined Rate
First Citizens	4.62%	4.37%
Southern Bank	4.85%	
First National	5.19%	
Truist	No Proposal Rec'd	

**Town of Winterville  
Bid Tabulation  
Grounds and Maintenance  
John Deere Gator**

Bank	Rate	Combined Rate
First Citizens	4.72%	4.37%
Southern Bank	4.85%	
First National	5.19%	
Truist	No Proposal Rec'd	

**Town of Winterville  
Bid Tabulation  
Public Works - Service Truck,  
Crew Cab Truck, & Mini Excavator**

Bank	Rate	Combined Rate
First Citizens	4.57%	4.37%
Southern Bank	4.85%	
First National	5.19%	
Truist	No Proposal Rec'd	

**Town of Winterville  
Bid Tabulation  
Streets  
Paving Head**

Bank	Rate	Combined Rate
First Citizens	4.67%	4.37%
Southern Bank	4.85%	
First National	5.19%	
Truist	No Proposal Rec'd	

**Town of Winterville  
Bid Tabulation  
Sewer - Crain Truck &  
Pump Replacements**

Bank	Rate	Combined Rate
First Citizens	4.52%	4.37%
Southern Bank	4.95%	
First National	5.19%	
Truist	No Proposal Rec'd	

In the event we are awarded the loan, the rate would be 4.37% for each separate amortization for internal purposes. However, for comparison purposes in the event the Town were to actually do five separate loans, I would estimate separate interest rates as follows:

- #1 - \$124,000 for 3 years – 4.62%
- #2 - \$25,000 for 3 years – 4.72%
- #3, 4 & 5 - \$171,000 for 3 years – 4.57%
- #6 - \$58,000 for 3 years – 4.67%
- #7 & 8 - \$253,000 for 5 years – 4.52%

Please let me know if you have questions or need anything else – thank you!

**Steve Groth** | Senior Vice President  
Government Lending | First Citizens Bank  
FCB Mail Code: 994082 | 1230 Main Street | Columbia, SC 29201





January 24, 2025

To: Jessica Manning, Finance Director

Re: Proposal for 2025 Installment Purchase Contract, Town of Winterville, North Carolina

Following is our offer for the financing requested in the amount of \$631,000:

Rate Structure	Maturity	Payment Structure
4.37% BQ	5 years	Annual principal and interest payments

This transaction can be closed using draft documents provided by First-Citizens Bank & Trust Company. There will be no closing costs or ongoing fees due to the Bank. In addition to executed transaction documents in form satisfactory to the Bank, you must provide an opinion of your attorney addressing certain matters, including, but not limited to:

1. The Installment Purchase Contract is valid, legal, binding, and enforceable;
2. The tax-exempt status of the interest component of payments due under the financing. The attorney's opinion must state that the borrowing is designated as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

The borrowing entity must also designate the obligation as a "qualified tax-exempt obligation" prior to closing. It is recommended that this designation be included or recited in the borrowing ordinance/resolution. You or your advisors will be responsible for preparing and filing any IRS required documents.

The rates contained in this proposal are subject to change unless the loan is closed within 60 days of the date hereof. If you have any questions, please contact Courtney Dunlap at 803-931-1721 or me at 803-931-1723.

Thank you for the opportunity to submit this proposal.

**First-Citizens Bank & Trust Company**

By: Steve Groth  
Director of Government Lending

The foregoing proposal is accepted and approval of rate and funding is requested:

Town of Winterville, North Carolina

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Winterville 2025 IPC

Computation Interval: Annual

Nominal Annual Rate: 4.370%

**Cash Flow Data - Loans and Payments**

Event	Date	Amount	Number	Period	End Date
1 Loan	03/05/2025	631,000.00	1		
2 Payment	03/05/2026	Fixed Principal	3	Annual	03/05/2028
	Principal payment amount	176,600.00			
3 Payment	03/05/2029	Fixed Principal	2	Annual	03/05/2030
	Principal payment amount	50,600.00			

**TValue Amortization Schedule - U.S. Rule, 30E3/360**

Date	Payment	Interest	Principal	Balance
Loan 03/05/2025				631,000.00
<b>2025 Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
1 03/05/2026	204,174.70	27,574.70	176,600.00	454,400.00
<b>2026 Totals</b>	<b>204,174.70</b>	<b>27,574.70</b>	<b>176,600.00</b>	
2 03/05/2027	196,457.28	19,857.28	176,600.00	277,800.00
<b>2027 Totals</b>	<b>196,457.28</b>	<b>19,857.28</b>	<b>176,600.00</b>	
3 03/05/2028	188,739.86	12,139.86	176,600.00	101,200.00
<b>2028 Totals</b>	<b>188,739.86</b>	<b>12,139.86</b>	<b>176,600.00</b>	
4 03/05/2029	55,022.44	4,422.44	50,600.00	50,600.00
<b>2029 Totals</b>	<b>55,022.44</b>	<b>4,422.44</b>	<b>50,600.00</b>	
5 03/05/2030	52,811.22	2,211.22	50,600.00	0.00
<b>2030 Totals</b>	<b>52,811.22</b>	<b>2,211.22</b>	<b>50,600.00</b>	
<b>Grand Totals</b>	<b>697,205.50</b>	<b>66,205.50</b>	<b>631,000.00</b>	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.370%</b>	<b>\$66,205.50</b>	<b>\$631,000.00</b>	<b>\$697,205.50</b>



**RESOLUTION APPROVING FINANCING TERMS  
TOWN CHRISTMAS LIGHTS AND DECORATIONS**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of Town Christmas Lights and Decorations (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through First Citizens Bank ("Lender") in accordance with the proposal dated January 6, 2025. The amount financed shall not exceed \$124,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.37%, and the financing term shall not exceed three (3) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

**RESOLUTION APPROVING FINANCING TERMS**

**JOHN DEERE GATOR**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a John Deere Gator (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through First Citizens Bank ("Lender") in accordance with the proposal dated January 6, 2025. The amount financed shall not exceed \$25,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.37%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

**RESOLUTION APPROVING FINANCING TERMS**

**2024 F-250 SERVICE BODY TRUCK, 2024 F-150 CREW CAB TRUCK,  
AND A BOBCAT MINI EXCAVATOR**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a 2024 F-250 Service Body Truck, 2024 F-150 Crew Cab Truck, and a Bobcat Mini Excavator (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through First Citizens Bank ("Lender") in accordance with the proposal dated January 6, 2025. The amount financed shall not exceed \$171,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.37%, and the financing term shall not exceed three (3) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

**RESOLUTION APPROVING FINANCING TERMS**

**PAVING HEAD**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a Paving Head (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through First Citizens Bank ("Lender") in accordance with the proposal dated January 6, 2025. The amount financed shall not exceed \$58,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.37%, and the financing term shall not exceed three (3) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk

**RESOLUTION APPROVING FINANCING TERMS**

**SEWER CRANE TRUCK AND SEWER PUMP REPLACEMENTS**

**WHEREAS:** The Town of Winterville, NC ("Borrower") has previously determined to undertake a project for the financing of a Sewer Crane Truck and Sewer Pump Replacements (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The Borrower hereby determines to finance the Project through First Citizens Bank ("Lender") in accordance with the proposal dated January 6, 2025. The amount financed shall not exceed \$253,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.37%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this the 10<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Richard E. Hines, Mayor

ATTEST:

\_\_\_\_\_  
Donald Harvey, Town Clerk



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Redesign of Town Hall and Downtown Parking

**Action Requested:** Approve the concept plan.

**Attachment:** Concept Site Plan

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 1/27/2025

**Supporting Documentation**

Staff has given direction to ARK Consulting for the design of Downtown parking options. Council had historically wanted to open Church Street back up to 2-way traffic. If we do this, we would lose 18 parking spots behind Town Hall and behind the Police/Fire/Rescue facility combined.

To re-open the street we are recommending that we make Depot Street one way. This will include an improvement to the Town's Drive through at the Town Hall. The drive through will be straightened out, so that it is easier to navigate for Utility and Tax Customers. It also includes the addition of a better designed access for the solid waste container and a pad located next to the Town Hall for the installation of a new generator for emergency backup power.

This concept provides an additional 17 spots at the Town Hall, and an additional 16 parking spots at the Town Square. This would provide 33 new spots. Many of which are located conveniently for Downtown patrons.

This would also allow the Town to install a new Town Hall sign that may or may not be digital. This would be a council decision.

This would be a net gain of 15 parking spots in the Downtown area.

**Budgetary Impact:** Cost estimate to be calculated based on concept approval.

**Recommendation:** Provide staff with feedback and approval of the concept plan.

Project Manager:	STA
Drawn By:	CED
Checked By:	GP
Project Number:	24120
Drawing Number:	D-1517

**APK CONSULTING**  
ENGINEERS & SURVEYORS  
925-A Conference Drive  
Greenville, NC 27838  
(252) 558-0888  
www.apkconsultinggroup.com

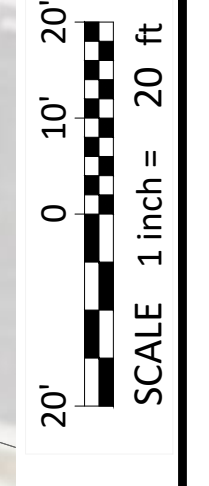
NC License: P-1199

OB: 1/1/2024  
**PRELIMINARY**  
Do Not Use  
for Construction

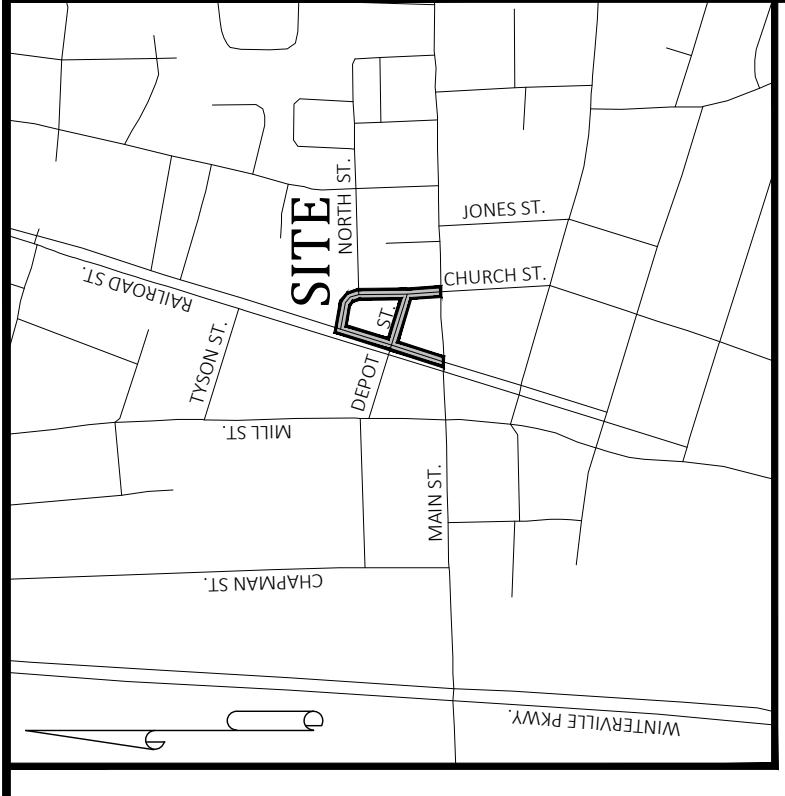
**SITE PLAN**  
**DEPOT & CHURCH STREET**  
**PARKING IMPROVEMENTS**  
Town of Winterville, Pitt County, North Carolina



#	DATE	DESCRIPTION



**Vicinity Map**  
SCALE: 1" = 1000'



- Legend**
- EXISTING**
- E/P - EXISTING IRON PIPE
  - R/W - RIGHT OF WAY
  - B/B - BACK OF CURB TO BACK OF CURB
  - C/P - CURB TO PROPERTY LINE
  - M/A - CURB TO MANHOLE
  - S/A - SANITARY SEWER
  - O/A - OVERHEAD
  - P/A - PROPERTY LINE
  - 22.14 - OVERHEAD SHOOT ELEVATION
  - 22.14 - EXISTING CONDUIT LINE
  - 70 - TEMPORARY BENCHMARK
  - S/L FENCE
  - LIMIT OF DISTURBANCE
  - DEMOLISH / REMOVE
  - DEMOLISH / REMOVE
  - GROUND ELEVATION
  - TOP OF CONCRETE
  - TOP OF ASPHALT
  - TOP OF BACK OF CURB
  - INLET PROTECTION
- PROPOSED**
- E/P - EXISTING IRON PIPE
  - R/W - RIGHT OF WAY
  - B/B - BACK OF CURB TO BACK OF CURB
  - C/P - CURB TO PROPERTY LINE
  - M/A - CURB TO MANHOLE
  - S/A - SANITARY SEWER
  - O/A - OVERHEAD
  - P/A - PROPERTY LINE
  - 22.14 - OVERHEAD SHOOT ELEVATION
  - 22.14 - EXISTING CONDUIT LINE
  - 70 - TEMPORARY BENCHMARK
  - S/L FENCE
  - LIMIT OF DISTURBANCE
  - DEMOLISH / REMOVE
  - DEMOLISH / REMOVE
  - GROUND ELEVATION
  - TOP OF CONCRETE
  - TOP OF ASPHALT
  - TOP OF BACK OF CURB
  - INLET PROTECTION



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Anthony Bowers, Assistant Town Manager

**Item to be Considered**

**Subject:** Designated parking in front of Cooper's Cup downtown business.

**Action Requested:** Provide Staff direction on request made by Mr. Biscardi at the December meeting.

**Attachment:** None

**Prepared By:** Anthony Bowers, Assistant Town Manager

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

**TC:** 2/3/2025

**TM:** 2/3/2025

**Final:** tlp - 1/27/2025

**Supporting Documentation**

Mr. Lee Biscardi appeared before the Council at our December meeting. He requested a designated parking spot for his business, Cooper's Cup, which is located in the Downtown area. He has since contacted several employees inquiring about the status.

Staff has discussed the issue and determined that it is public parking and should not be dedicated to one business. There is also a problem with enforcement.

There is also the issue that other business may want the same thing once precedence it set and how would spots be allocated properly.

**Budgetary Impact:** Cost of the sign, and enforcement.

**Recommendation:** Staff recommends to keep all parking open to the general public.





**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Ron Mills, Interim Electric Utilities Director

**Item to be Considered**

**Subject:** Church Street Substation Relay Replacements.

**Action Requested:** Approval of RGRID Engineering to Replace 4 Breaker Relays at Church Street Substation.

**Attachment:** : RGRID Engineering Scope of Work and Quote for Relay Replacement.

**Prepared By:** Ron Mills, Interim Electric Utilities Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp – 2/3/2025

**Supporting Documentation**

Town of Winterville's Church Street Substation is having issues with the control relays in all of our station breakers. These relays are a vital part of protection for TOW infrastructure and our reliability. The display on each of our four breakers are malfunctioning, meaning that none of the visual readings are legible. This is an issue with the ABB 2000i relays. RGRID deemed relays needed replacing instead of trying to address current issues and suggested going with a Schweitzer relay instead of the ABB that is currently failing. The scope of work includes purchasing, verifying existing settings on current relays, incorporating settings into the new components and commissioning for operation. This quote is for a turnkey job without any additional monies needed.

**Budgetary Impact:** The FYE 24-25 Budget allocated monies (\$35,000) for this particular project in Substation Maintenance.

**Recommendation:** Approval of the Contract to RGRID Power PLLC to replace relays.



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Donald Harvey, Town Clerk

**Item to be Considered**

**Subject:** Mid-East Representative.

**Action Requested:** Select a Mid-East Representative.

**Attachment:** NA.

**Prepared By:** Donald Harvey, Town Clerk

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

**TC:** 2/3/2025

**TM:** 2/3/2025

**Final:** tlp - 2/3/2025

**Supporting Documentation**

Town Council needs to select a representative to Mid-East Board. This person must be an elected official or a member of the Town Staff.

**Budgetary Impact:** NA.

**Recommendation:** Select a Mid-East Representative.

January 24, 2025

Mr. Ron Mills  
Electric Director  
Town of Winterville  
2936 Church Street  
Winterville, NC 28590

**Subject: Church Street Sub Relay Replacements**

Dear Ron,

Thank you for the opportunity to provide engineering services to the Town of Winterville. Attached is our proposed scope of work to complete the engineering design, coordination, and commissioning for the replacement of (4) ABB DPU-2000R relays with (4) SEL 351Ss, part# 0351S5XHE2H5221 in your Church Street Substation.

RGrid Power proposes to complete this project on an hourly basis for the scope of work needed to obtain the new relays and place them in service. Our proposed Engineering fee for the scope detailed in this document is \$35,000.

Please review our proposal and contact me with any questions. We will proceed upon authorization. Thank you for the opportunity to assist Winterville with this project.

Sincerely,

*Robert S. Beadle*

Robert S. Beadle, PE, PMP  
Director – Substations and Grid Resiliency

Cc: Peter Rant, PE  
Amanda Sevier

## Scope of Work

### **Site Visit and Check Availability**

RGrid Power will assist the Town of Winterville with the activity needed to replace the (4) existing ABB DPU-2000R relays in the Church Street Substation with new relays. This process will include:

- Verify existing relays and relay settings.
- Coordinate specifications with approved relay suppliers.
- Make arrangements for the relays to be delivered to the Town of Winterville.

### **Relay Purchase and Commissioning**

In conjunction with the completion of relay delivery, RGrid Power will proceed with verifying the existing settings and commissioning the new relays. This process will include the following:

- Capturing any/all settings from the existing relays.
- Checking the existing settings.
- Incorporating settings into the new relays and commissioning them for new operation.
- Provide as installed settings for the Town of Winterville's records.

The following is a breakdown of estimated fees for the project. The process may not take as long, and only hours worked will be billed. All travel expenses and a relay test set fee of \$250/day are included in the costs.

#### Engineering Fees

<b>Task</b>	<b>Description of Services</b>	<b>Cost</b>
1.	Site Visit and Settings Development	\$ 6,560
2.	Relay Purchase and Commissioning	<u>\$ 28,440</u>
	<b>Total Combined</b>	<b>\$ 35,000</b>

### Approvals:

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**Ron Mills**  
Electric System Director  
Town of Winterville, NC

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**Peter Rant, PE**  
President  
RGrid Power PLLC



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** February 10, 2025

**Presenter:** Cliff McGuffin, Public Works Director

**Item to be Considered**

**Subject:** Appointment of Stormwater Advisory Board Alternate Member.

**Action Requested:** Appoint of Stormwater Advisory Board Alternate Member.

**Attachment:** Application

**Prepared By:** Cliff McGuffin, Public Works Director

**Date:** 1/29/2025

**ABSTRACT ROUTING:**

TC: 2/3/2025

TM: 2/3/2025

Final: tlp - 2/3/2025

**Supporting Documentation**

**Stormwater Advisory Alternate Member Board Appointment**

The Stormwater Advisory Committee is made up of five (5) regular members and one (1) alternate member. Members serve a three (3) year term for the purpose of providing stormwater management policy guidance to the Town.

The Committee shall consist of members of a cross section of local citizens and stakeholders representing neighborhood groups, professional organizations, industrial and commercial association, environmental groups, builders' associations, and others that the Town recognizes as having an interest in stormwater management issues.

There is currently an application on file in which the applicant indicated Stormwater Advisory as their interest or preference. The applicant is a Town resident as follows:

- Raymond James (Alternate)

Staff recommends that the applicant listed below be appointed to a three (3) year term on the Stormwater Advisory Committee.

**Budgetary Impact:** NA.

**Recommendation:** Appointment of Raymond James as an alternate to a three (3) year term to the Stormwater Advisory Committee.

TOWN OF WINTERVILLE

Request for Appointments to Boards, Commissions and Committees of the Town of Winterville

Please indicate which board you are interested in serving on. If you are interested in more than one board, please list them by preference by using numbers (1, 2, 3, etc.)

- Board of Adjustment (checked), Recreation and Parks Advisory Board, Human Relations Board (checked), Planning and Zoning Board (checked), Stormwater Advisory Committee (checked)

Require in-town residency or in the Town's ETJ to be appointed to any volunteer board.

Name: DR. RAYMOND O. JAMES III

Address: 2451 KODIAK DRIVE, WINTERVILLE, NC 28590

Home Phone #: 252-364-8341 Business Phone #: 423-747-9071 (with CELL label)

Email Address: DR RAY JAMES @ AOL.COM

Employed By: RETIRED Occupation:

Name of High School Attended: STONEWALL JACKSON, SR. H.S. MANASSAS, VA

College or University Attended: WESLEY COLLEGE, MCKENZIE UNIV., & HARVARD

How long have you been a resident of Winterville? 13 YEARS

Have you served on a board/commission of the town? ( ) Yes (X) No

If yes, please indicate which one(s):

Current membership in organization and offices held:

Past membership in organizations and offices held:

State why you feel you would be an asset to this board/commission. I HAVE AN EXTENSIVE BACKGROUND AND TIME TO DEVOTE TO THE TOWN

Signature: [Handwritten Signature] Date: 11/4/2024

Please return to: Town of Winterville Town Clerk's Office PO Box 1459 Winterville, NC 28590 or email don.harvey@wintervillenc.com with the completed application.

This information requested below is optional:

Form with fields for Ethnic Group (checked Caucasian), Sex (checked Male), US Citizenship (checked Yes), and Birth Date (3/7/1950)